City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the risks identified in the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency and the emergency orders issued to reduce those health risks, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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

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

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/91736936822?pwd=YjZ6Ukc2TkUwVjJiN21PaGI0MWN5Zz09. **Passcode: 533660**

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 917 3693 6822 - Passcode: 433361**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**

Councilor Rivera

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Cassutt

4. **INVOCATION**

Councilor Lindell

5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
    a. Regular Governing Body Meeting – July 28, 2021
9. **PRESENTATIONS**

a. COVID-19 Update. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of $40,000; Santa Fe County. (Thomas Grundler, Lieutenant; tjgrundler@santafenm.gov, 955-5359)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Governing Body Committee: 08/11/2021

b. CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber)
A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

c. Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School Years; Santa Fe Public Schools. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Finance Committee: 08/02/2021
Public Works & Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

d. Request for Approval of a Professional Services Agreement for a Total Amount of $252,478 for a Four (4) Year Sole Source Contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 955-6678)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Governing Body: 08/11/2021

e. Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding. (Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
   A Resolution Accepting A Municipal Arterial Program ("MAP") Cooperative Agreement Identified as Control Number L500473; and Accepting a Local Government Road Fund ("LGRF") Cooperative Agreement Identified as Control Number L500444 from the New Mexico Department of Transportation ("NMDOT") for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
2. Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the Amount of $124,444 for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
3. Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the Amount of $75,833 for the Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements

and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

4. Request for Approval of Budget Adjustment Request (BAR) to Budget NMDOT Grant Funding Into WIP Construction (ORG / OBJ - 3309980.572970) in the Amount of $150,208.

Committee Review:
Finance Committee: 08/02/2021
Public Works and Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

f. Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of $1,155,371.32 for the Vehicles, Equipment, and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Finance Committee: 8/02/2021
Quality of Life Committee: 8/04/2021
Governing Body Committee: 8/11/2021

g. Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of $150,000 to Provide Services to Examine Internal Controls; REDW LLC. (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955-6137)

Committee Review:
Finance Committee: 8/02/2021
Quality of Life Committee: 8/04/2021
Governing Body: 8/11/2021

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Cassutt and Councilor Lindell)
A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 07/28/21

Quality of Life Committee: 08/04/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

i. Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of $581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Public Works Committee: 08/09/2021
Governing Body: 08/11/2021

j. **Request to Publish Notice of Public Hearing on September 8, 2021.** Consideration of Bill No. 2021-17. An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Mayor Webber) (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body (Request to Publish): 08/11/21
Governing Body (Public Hearing): 09/08/21

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal)

A Resolution Authorizing the Sale and Consumption of Beer and Wine at the Montezuma Pocket Park for a Celebration of George R.R. Martin's Birthday on September 18 and 19, 2021, Pursuant to Section 23-6.2(C) SFCC 1987. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Introduced: 08/02/21
Governing Body: 08/11/21

b. Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Within a Portion of the Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4. (Zoe Isaacson, Project Administrator, zrisaacson@santafenm.gov, 955-6853 and Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

c. Request for Approval of a Budget Amendment Request in the Amount of $2,990,000 to Address Critical Road Rehabilitation Needs Throughout the City of Santa Fe. (Mark Brooks, Streets Public Works Administrator, mebrooks@santafenm.gov, 955-0000)
Committee Review:
Public Works and Utilities Committee: 07/26/2021
Governing Body: 08/11/2021

d. Request Approval of Budget Adjustment Request (BAR) in the Amount of $750,000 to Purchase a Plow and Sweeper to Maintain Cerrillos Road and St. Michael's Drive for which the City Assumed Maintenance Responsibilities in August 2021. (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Committee Review:
Governing Body: 08/11/2021

e. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director,

jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021
Governing Body: 07/28/2021 (Postponed)
Governing Body: 08/11/2021

f. Request for Approval of Budget Adjustment Request (BAR) in the Amount of $136,059 for the Dawson Park Project. (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 303-9502)

Committee Review:
Public Works & Utilities: 08/09/2021
Governing Body: 08/11/2021

g. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Emergency Proclamation Declared by the Mayor on August 9, 2021, by Forty-Seven Days, Expiring at Noon on September 27, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

h. **Request to Publish Notice of Public Hearing on September 9, 2021.**
Consideration of Bill No. 2021-18. An Ordinance Removing Section 20-6 Relating to Marijuana and Marijuana Paraphernalia Possession. (Mayor Webber) (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:
Introduced: 07/28/21
Governing Body (request to publish): 8/11/21
Finance Committee: 08/16/21
Public Safety Committee: 09/17/21
Quality of Life Committee: 08/18/21
Governing Body (public hearing): 09/08/21

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625) **INFORMATION ONLY**

Information Presentation Topic: July Planning Session Debrief Report
Presenters: Daniel Hernandez, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion of *City of Santa Fe v. Purdue Pharma, et al.*, DNM No. 1:19-CV-01105. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

15. **EXECUTIVE SESSION ACTION ITEMS**
16. **MATTERS FROM THE CITY CLERK**

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

18. **ROLL CALL**

19. **PETITIONS FROM THE FLOOR**

20. **APPOINTMENTS**

21. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From August 11, 2021 to

September 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, AIC Fire Marshal; gggriego@santafenm.gov, 955-3317)

Committee Review:
Introduced: 07/28/21
Quality of Life Committee: 08/04/21
Governing Body: 08/11/21

b. CONSIDERATION OF BILL NO. 2021-14. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (Request to Publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (Public Hearing): 07/28/21
Governing Body (Public Hearing): 08/11/21

c. CONSIDERATION OF BILL NO 2021-15. ADOPTION OF ORDINANCE NO. 2021-____. (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. (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

d. Public Comment and Approval of Amendment No. 2 to the 2019 Annual Action Plan. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).

Committee Review:
Governing Body: 07/28/2021

22. **ADJOURN**

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
AUGUST 11, 2021
5:00 PM
ATTEND VIRTUALLY

NOTE: New Mexico law requires the following administrative procedures be followed when conducting “quasi-judicial” hearings. In a “quasi-judicial” hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

Governing Body INDEX - July 28, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Vigil Coppler	1
3. Salute to the State Flag	Led by Councilor Villarreal	1
4. Invocation	Led by Councilor Garcia	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as amended	2-3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) Regular Meeting on July 14, 2021	Approved	3
9. Presentations		
a) Water Status Update	Informational	3-7
10. Consent Calendar	Listed	8-15
g) Sky Railway Grand Opening	Approved	9-10
h) Wine and Chile Fiesta	Approved	10-12
k) Ft. Marcy Roof Replacement	Postponed to Evening Session	12-13
l) Volunteer Programs Grant	Approved	13-14
11. Discussion/Action Items		
a) On-Call Roofing Contract	Approved	15-16
b) On-Call General Services Contract	Approved	16
c) On-Call Fire Protection Contract	Approved	16-17
d) Dalkia Lighting Amendment	No Action Taken	17-18
e) STR Permit Revocation	Postponed to Aug. 2	18-19
f) Housing Trust Mortgage Assistance	Postponed to Aug. 2	19
g) Homewise Service Contract	Postponed to Aug. 2	19
h) Homeownership Services	Postponed to Aug. 2	22-23
i) Annual Action Plan 2019 Notice	Approved	23
j) Campaign Code Hearing Notice	Approved	23
13. Matters from the City Manager	Postponed to Aug. 2	24
Executive Session	6:35 – 8:41	20-21
14. Matters from the City Attorney	Postponed to Aug. 2	24
15. Matters from the City Clerk	Postponed to Aug. 2	24
16. Communications from Governing Body	Postponed to Aug. 2	24
Evening Session	Postponed to Aug. 2	24
18. Petitions from the Floor	Postponed to Aug. 2	24
19. Appointments	Postponed to Aug. 2	24-25
20. Public Hearings	Postponed to Aug. 2	25
21. Adjournment [Recess]	Recessed at 9:30 p. m.	25-26

Minutes of the
Regular Meeting of the Governing Body
Wednesday, July 28, 2021
Hybrid Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, July 28, 2021, at approximately 5:04 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a hybrid meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Vigil Coppler.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Villarreal.

4. INVOCATION

The Invocation was led by Councilor Garcia.

Councilor Villarreal remembered community friends Manuel “Manny” Martinez, Jr., and Larry Leyba, who recently passed and offered condolences to their families.

The Governing Body observed a moment of silence for those who have recently died and their grieving families.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Mr. Marcos Martinez, Senior Assistant City Attorney
Kristine Bustos-Mihelcic, City Clerk
Geralyn Cardenas, Assistant City Clerk
Jessie Roach, Water Division Director
Regina Wheeler, Public Works Department Director
Alexandra Ladd, Affordable Housing Director
Mark Baca, Airport Manager
Andy Hopkins, Acting Budget Officer
Sam Burnett, Facilities Division Director
Jesse Guillen, Legislative Liaison
Rich Brown, Economic Development Director
Michael Prinz, Assistant City Attorney
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the agenda as amended with Item 12(a) removed.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Garcia requested to pull item 10(l) to recuse himself.

Councilor Villarreal requested to pull item 10 (g), (h), (k) for discussion.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the Consent Calendar as amended with items 10 g, h, k, and l removed for discussion.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – July 14, 2021

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes of July 14, 2021, as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

9. PRESENTATIONS

a. City of Santa Fe Water Status Update and Outlook. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Ms. Bustos-Mihelcic read the caption and Jesse Roach and Marcos Martinez were present.

Director Roach thanked the Governing Body for the time to give the water supply status update. He shared slides for his presentation. In time of extreme drought, residents are rightfully concerned about water. He said since 1995, the population in Santa Fe increased 25% and yet reduced total water use by 1/3. Past 5 years, demand has been below 9,000 AF/yr. and sustainable supply has been about 13,000 AF/yr.

Consequently, well levels have recovered dramatically over the past ten years. Our four supply sources and water conservation make us resilient

and a 5th source of water in the works. The City requires builders to increase our source of water supply to build in Santa Fe.

Surface water use is about 80% of the amount available for the City. Groundwater provides a savings account. Santa Fe is serving 68,000 people and use is below 9,000 AF/yr. Although we are in extreme drought, we don't need to ask more of residents. Even this year, we are still at 80% of surface water, where we like to be. So we put more water in our savings account and prefer to keep wells in reserve as a drought-proof backup. He shared the lowered well level but recently only lightly used them. Wells recovered more than a third and Buckman recovered 80%. With the return flow pipeline project, we will have 17,000 AF/yr.

As growth occurs and climate change continues, surface water is likely to drop as much as 33%. We are preparing for that through the 40-80 year time frame (year 2100).

Councilor Romero-Wirth thanked Director Roach for what he has done. His presentation tells the story clearly. She asked why Santa Fe is different from the little town in Utah she saw in a recent news article.

Director Roach didn't know specifics for that town that halted all building development. Santa Fe not only has one water supply like that town, but we have four water sources. In 2002 we had very low surface flows and had to produce 9000 AF/yr. in that year and began conservation measures. He was thankful for those who did the job before him and are that visionary leadership.

Councilor Romero-Wirth knew there was more residents can do with the return flow pipeline and the Water Conservation Committee is working on more conservation. We are working on making Santa Fe more efficient and therefore have more room to grow.

Director Roach agreed. On many fronts we can improve aquifer storage and recovery. We are looking at what we can do with effluent and how much water we use inside.

Councilor Romero-Wirth asked him to say more on aquifer storage and recovery. In wet years, it is a way to capture more water.

Director Roach said there is potential in the City limits, in the river or in the park to save more water. We use infiltration ponds for putting more water into the ground to save for drier years.

Councilor Romero-Wirth thanked those generations who came before us to build this resiliency, and former Councils who were making hard

decisions. We are responsible for continuing that work to help people working here to live here.

Councilor Garcia asked Director Roach about the water reduction.

Director Roach said total water reduction is 33%. So it is not just an offset of 8%. He shared a slide showing per capita consumption per day. It went from 168 in 1995 (when the population was 68,000) down to 87 in 2020 (with 85,000 population).

Councilor Villarreal wanted to know more on requiring builders to expand the water supply.

Director Roach said although we might estimate from Buckman we could produce 300 AF/year, we don't have the water rights to do that much. So a developer must provide water rights to bring more in order to do the development. We are diverting water from the Rio Grande and the State Engineer requires that to be matched.

Mr. Martinez agreed with all of that. The City determined the demand for all uses and were concerned with future growth and made the policy decision that new demand must offset the new demand with equal water rights. It means the developers must calculate what the water budget would be for the new development and offset it through transfer of water rights to the City. And with the fee in lieu of for affordable housing, can offset the demand with more water rights.

Councilor Villarreal asked if the developers could provide paper water rights or have to find the water for it.

Mr. Martinez said if irrigation rights are purchased, it augments the Rio Grande. A physical balance must be met and is approved by the State Engineer, and it keeps the balance within the water pact with Texas. And the State Engineer keeps a conservative view.

Councilor Villarreal thought, with a cap from the drought, it could affect a point where the City might have to reduce further development. She asked if the City has regular communication with the State Engineer.

Mr. Martinez explained that what we do in any given year must be considered. To determine the best approach and with the pipeline to be more efficient in our use. We will re-evaluate if retirement of water rights is best for the future or the pipeline to meet some of that demand.

Director Roach agreed with that.

Councilor Villarreal noted the City's growth rate is low but increasing. She asked if the determination was based on past experience.

Director Roach pointed out that we don't know what it will be for future growth, so we have projected both low and high growth scenarios. The shading on the slide accounts for the drought cycles. There is great uncertainty, and we want to be ready for either. We could see shortages as early as 2030 but more likely into the 2050's.

Councilor Villarreal asked him to share those two slides with the Councilors and Director Roach agreed.

Councilor Vigil Coppler wanted to see a chart or update on our commitments of water rights, compared to development and how many rights we have yet to use. She also wondered how well it is working internally for correct accounting of water rights to give a better level of confidence. She understood how the system works and it is what we have to use. But if we saw an actual report on how many water rights we have and the commitments out there compared to development, it would be useful to the public. There is great concern of residents so she would just like to see it on paper.

Director Roach said he had a table showing our use of the water bank and would include that in the slides he sends.

Mr. Martinez said he was going to recommend the same annual report. He provided the statistics on water rights by source from the report.

Councilor Vigil Coppler asked where the developers are getting the water rights. This is all the same water. She wanted to see that in a report. The development of the next Tierra Contenta phase will be a big development and wanted to see how the water rights work together and from where developers get them.

Councilor Rivera thanked Director Roach and Mr. Martinez for presenting. He asked if these numbers take into account the County water use.

Director Roach said most of these slides were City-only, but the last slide showed both County and City use.

Councilor Rivera asked when will the County report would be available.

Director Roach said by the year-end he will have both projections.

Councilor Rivera asked how water use downstream helps Santa Fe.

Director Roach clarified that when water rights are transferred, it occurs at the Buckman Field.

Councilor Rivera asked if the projection accounts for the demands downstream.

Director Roach explained that Santa Fe is delivering to acequias and downstream users. It is not formally adjudicated for downstream users, but he expected they will continue to be served.

Councilor Rivera wondered if the future downstream commitments or demands would continue to be met, once the return flow pipeline was operational.

Director Roach said they have a proposed formal planning for the lower Santa Fe River serving them.

Councilor Rivera mentioned the current agreement with the County and asked, if the County asked for a meter, if the City has to provide it from all three sources of City water.

Director Roach said we do. At BDD, we agreed to pool our resources (about 26,000AF/year.)

Councilor Romero-Wirth understood with developers, they estimate the water needed for the development and are asked to bring the water rights to meet that amount, but with the Green Building Code, they can't just build whatever they want. Efficiency and conservation are part of the approval process.

Director Roach agreed. It is very aggressive building code with more efficient use of water.

Councilor Romero-Wirth asked where people could go for the deeper dive into details.

Director Roach said www.santafenm.gov/water is the website.

Councilor Romero-Wirth asked if the reports from the Water Summit were available on the web.

Mr. Martinez said he would make those slides available on the water website. It explains how a water right could be more from just north of Elephant Butte to Santa Fe.

10. CONSENT CALENDAR

a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from MingMing Yang, 309 Sanchez Street, Santa Fe, for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only, to be Located at Sushi 8, 66 E San Francisco Street, #21, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov. (955-6519)
Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Fun Noodle Santa Fe, LLC, for a Restaurant (Beer and Wine) Liquor License with On-Premise Consumption Only, to be Located at Fun Noodle Bar, 514 W. Cordova, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)
Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Travel Bug of Santa Fe, Inc., for a Small Brewer Liquor License with On-Premise Consumption and Patio Service, to be Located at Travel Bug, 839 Paseo de Peralta, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)
Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Food Art, LLC, 2279 Calle Cacique, Santa Fe for a Transfer of Location Only of Inter-local Dispenser Liquor License No. 2593 with On-Premise Consumption Only and Patio Service from 540 Montezuma Ave. to Pranzo Italian Grill, 321 Johnson Street, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6521)
Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

e. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Altar Spirits, LLC. 1715A W. Alameda Street, Santa Fe, for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Altar Spirits, 545 Camino de la Familia, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Wholesaler Liquor License to be Located at Altar Spirits, 545 Camino de la Familia, Santa Fe.

Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

f. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Altar Spirits, LLC. 1715A W. Alameda Street, Santa Fe, for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Altar Spirits, 545 Camino de la Familia, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Wholesaler Liquor License to be Located at Altar Spirits, 545 Camino de la Familia, Santa Fe.

Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

DISCUSSION

g. CONSIDERATION OF RESOLUTION NO. 2021-39. (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

This item was pulled for discussion by Councilor Villarreal.

Ms. Bustos-Mihelcic read the caption for this case.

Councilor Villarreal asked to confirm with Ms. Bustos-Mihelcic if there were additional dates to add to the resolution.

Ms. Bustos-Mihelcic agreed there was a request to amend this to add more dates at the Railyard. They are still finalizing that, and it will need a separate resolution.

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

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

DISCUSSION

h. CONSIDERATION OF RESOLUTION NO. 2021-40. (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

This item was pulled for discussion by Councilor Villarreal.

Ms. Bustos-Mihelcic read the caption and noted Jesse Guillen was present.

Councilor Villarreal noted it didn't show in the Action Sheet, but this was discussed at the QOL Committee and not approved on consent. The discussion was about amending this resolution to show the actual location

of the event. Those amendments were proposed at the QOL Committee to change Ft. Marcy Field to Majors Field.

Mr. Guillen said Councilor Rivera's amendment to remove Ft. Marcy Park from the resolution was the third item down in the packet.

Councilor Villarreal thought it may have been added late because she didn't see what he was talking about when she reviewed the packet.

Councilor Rivera said his amendment was on page 2.

MOTION: **Councilor Cassutt moved, seconded by Councilor Rivera, to adopt the resolution as presented.**

Discussion on the motion:

MOTION: **Councilor Rivera moved, seconded by Councilor Villarreal, to amend the Resolution on page 2, line 11 and line 25, to strike "Ft. Marcy Park and keeping "Major's Field."**

VOTE: **The amendment was approved on the following Roll Call vote:**

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

Discussion on Amended Resolution:

Councilor Villarreal asked the City Attorney if we need to amend the past resolution that stated both locations, where it does say Ft. Marcy Park.

Mr. Guillen thought we are safe in just amending this one and leaving the other one as approved.

Councilor Villarreal assumed the QOL Action Sheet would be corrected to accurately reflect the action at the QOL Committee meeting.

VOTE: **The motion for the amended resolution was approved on the following Roll Call vote:**

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

i. 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

j. 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@santafenmgov, 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

DISCUSSION

k. 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, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:

Public Works and Utilities Committee: 07/12/21
Finance Committee: 07/19/21
Governing Body: 07/28/21

This item was pulled by Councilor Villarreal.

Ms. Bustos-Mihelcic read the caption for this item and noted Caryn Grosse was present.

.

Councilor Villarreal wanted to make sure the extended warranty for five years was included. She didn't see that adjustment documented in the contract.

Ms. Grosse said the contract was not adjusted but there is a written affidavit that the company will extend the warranty for five years at no additional cost. It will be included in the warranty document and the term is correct.

Councilor Villarreal asked if that was sufficient or if the City must amend the contract to extend the warranty five more years.

Ms. McSherry hesitated to weigh in but then recommended it.

Ms. Grosse said she would amend the contract and take it to Legal and the contractor for their signature.

Ms. McSherry recommended the Governing Body set this matter aside at least for getting the amendment in writing.

Mr. Burnett explained this is not an official contract yet and he could get that documentation from the Contractor as an added exhibit to the contract and then move forward with finalizing with the extended five-year warranty added. He hoped the Governing Body would move forward on the contract with that assurance.

Councilor Romero-Wirth proposed the Governing Body set it aside or postpone until the evening session to determine if that does need to be in the body of the contract.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Garcia, to postpone (table) this Resolution until the evening session.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

DISCUSSION

l. 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

This item was pulled by Councilor Garcia, who recused himself because he works for the federal agency that administers these programs. He left the Council Chambers.

Ms. Bustos-Mihelcic read the caption for this item.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the Grant Contract as requested.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None. Councilor Garcia was not present for the vote.

Councilor Garcia returned to the bench after the vote was taken.

m. CONSIDERATION OF RESOLUTION NO. 2021-40. (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: 07/19/21
Public Works Committee: 07/26/21
Governing Body: 07/28/21

n. Request for Approval of Amendment No. 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

o. 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 for a Total Contract Amount of $430,000. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm, 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

p. 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; 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

11. DISCUSSION/ACTION ITEMS

a. Request for the Approval of an On-Call Service Contract with National Roofing, with Total Compensation in the Amount of $1,000,000 Plus NMGRT that will Expire on June 30, 2023, for Miscellaneous Roofing Services throughout City Facilities, National Roofing, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:

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

Ms. Bustos-Mihelcic read the caption for this item. Mr. Burnett was present.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the On-Call Service Contract as requested.

Discussion on the motion.

Councilor Cassutt asked Mr. Burnett if this was the item about which she sent an email to him about a difference of the contract and the agenda date.

Mr. Burnett did not remember that.

Councilor Cassutt checked to see if this was the one on which she was emailed. She pointed out the contract term said "2022" but the packet said the contract would expire in 2023.

Mr. Burnett clarified that all these contracts would expire in 2022 as stated in the contract. Extensions are done for one year at a time.

Councilor Cassutt surmised the memo was incorrect.

Mr. Burnett agreed.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

b. Request for Approval of Amendment No. 2 to On-Call Service Contract with Davenport Construction Management, Increasing Compensation in the Amount of $1,000,000 to a New Total of $1,250,000 Plus NMGRT that will Expire on June 30, ~~2023, for Fire Safety, Monitoring and Improvement~~ 2022 for General Contracting Services throughout City Facilities, Davenport Construction Management, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 955-5933)

Committee Review:

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

Ms. Bustos-Mihelcic read the caption for this item.

Mr. Burnett corrected the agenda caption for this case where it should say, "2022 for General Construction Services throughout City Facilities."

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the On-Call Service Contract (whose caption was just corrected by Mr. Burnett).**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

c. Request for the Approval of Amendment No. 2 to On-Call Service Contract with American Fire Protection Group, Increasing Compensation in the Amount of $1,000,000 to a New Total of $1,418,742.81 Plus NMGRT that will Expire on June 30, 2025 for Fire Safety, Monitoring and Improvement Services throughout City Facilities, American Fire Protection Group, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 955-5933)

Committee Review:

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

Ms. Bustos-Mihelcic read the caption for this item.

MOTION: **Councilor Vigil Coppler, seconded by Councilor Lindell, to approve the On-Call Service Amendment No. 2 as requested.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

d. Request for Approval of Amendment No. 1 to the Global Management Performance Contract (Munis Contract No. 3202498) with Dalkia Energy Solutions LLC, for the City of Santa Fe Streetlight Conversion and Maintenance to Incorporate the Specifications of the Community Guided Lighting Design. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Public Works & Utility Committee: 07/26/21
Governing Body: 07/28/21

Ms. Bustos-Mihelcic read the caption for this item.

Director Wheeler and J C Florenson were present for this item.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the Resolution as requested.

Director Wheeler said this amendment incorporates the community-guided design. She reviewed some details about the proposed community engagement which was included in the amendment.

She shared her screen and went over the history of the streetlighting project, and the steps taken to ensure constituents were satisfied with the project as amended. She showed how the continuous community engagement activities would take place.

At this time, (6:25 pm), the Councilors could no longer hear anyone on Zoom who were not in the Council Chambers.

After several attempts to restore audio to the Council Chamber, the Governing Body decided to postpone the item until the evening session.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to postpone action on item 11-d to the Evening Session.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

e. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Travel Bug of Santa Fe, Inc., for a Small Brewer Liquor License with On-Premise Consumption and Patio Service, to be Located at Travel Bug, 839 Paseo de Peralta, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

Committee Review:

Liquor Hearing: 07/12/21
Governing Body: 07/28/21

This item was postponed to August 2, 2021.

f. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Food Art, LLC, 2279 Calle Cacique, Santa Fe for a Transfer of Location Only of Inter-local Dispenser Liquor License No. 2593 with On-Premise Consumption Only and Patio Service from 540 Montezuma Ave., to Pranzo Italian Grill, 321 Johnson Street, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6521)

Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

This item was postponed to August 2, 2021.

g. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Altar Spirits, LLC. 1715A W. Alameda Street, Santa Fe, for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Altar Spirits, 545 Camino de la Familia, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Craft Distiller Liquor License, with Package Sales, On-Premise Consumption and Patio Service to be Located at Altar Spirits, 545 Camino de la Familia, Santa Fe.

Committee Review:
Liquor Hearing: 07/12/21
Governing Body: 07/28/21

This item was postponed to August 2, 2021.

To be most efficient in their use of the time to fix the audio problem, the Governing Body decided to use the time for the Executive Session matter.

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Attorney-Client Privileged Quarterly Discussion of Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, Including but Not Limited to, PELRB Case #106-20 and , D-101-CV-2021-01373; and Discussion of the Disposal of Water Rights by the City to the County as Part of a Cost-Sharing Agreement for the County's Use of the City's Intended San Juan Chama Pipeline Project. (Erin K. McSherry, City Attorney; ekmchsherry@santafenm.gov, 955-6512)

MOTION: **Councilor Rivera moved, seconded by Councilor Romero-Wirth, to enter Executive Session, pursuant to the Open Meetings Act, Section 10-15-1 (H) (7) for discussion of threatened or pending litigation in which the City of Santa Fe is or may become a party, and Section 10-15-1, part (H) (8) for discussion on the disposal of water rights by the City to the County by the Governing Body.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

The Governing Body went into closed executive session at 6:35 p.m.

The Governing Body ended the executive session at 8:41 pm. but upon the ending and return to open session, the audio problem was not solved. The Councilors joined at their desks by Zoom but that produced a serious echo for the Governing Body.

Despite the echo, the meeting reconvened in open session at approximately 9:11 p.m.

MOTION: **Councilor Rivera moved, seconded by Councilor Vigil Coppler, pursuant to the Open Meetings Act, Section 10-15-1 (J), to reconvene in open session and state for the record that the only matters discussed in closed session were those specified in the motion for closure.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

Ms. McSherry recommended the Governing Body recess the meeting to a date certain to reconvene on another date.

Mayor Webber agreed, and apologized to everyone for the breakdown which prevented the meeting from continuing.

Ms. McSherry suggested a motion to recess to the date and time certain and presumably reconvene through Zoom.

Mayor Webber proposed to reconvene on Monday, August 2, 2021, at approximately 7:00 p.m. immediately after the Finance Committee meeting, via Zoom.

Councilor Romero-Wirth asked, for clarification, if the Governing Body was moving the cannabis hearing to Monday night or petitions for the floor or postponing that to another date.

Mayor Webber anticipated the Governing Body would pick up this agenda where this meeting left off.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to recess the Governing Body meeting and reconvene on August 2, 2021, at 7:00 p.m. via Zoom.

Discussion on the Motion:

Councilor Villarreal pointed out that there was an item in discussion.

Mayor Webber agreed they were working through Item 11-d, the contract with Dalkia. He listed the other agenda items that had not yet been considered by the Governing Body. Those would be heard when the Governing Body reconvenes on Monday evening.

Ms. Bustos-Mihelcic alerted the Governing Body that the request for notices of public hearing must be approved prior to Monday evening to have a legal posting because of the 14-day requirement. Two of those could not be postponed.

Councilor Vigil Coppler and Councilor Romero-Wirth withdrew the motion to recess.

The motion was withdrawn.

Amendment of the Agenda

MOTION: **Councilor Cassutt moved, seconded by Councilor Vigil Coppler, to amend the agenda to hear Item 11-i, Request for Notice of Public Hearing, next.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

i. **Request to Publish Notice of Public Hearing on August 11, 2021.**
Public Comment and Approval of Amendment #2 to the 2019 Annual Action Plan. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868).
Committee Review:
Governing Body: 07/28/2021

Ms. Bustos-Mihelcic read the caption for this item.

MOTION: **Councilor Lindell moved, seconded by Councilor Villarreal, to approve the request to publish public notice as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to amend the agenda to hear Item 11-j, Request for Notice of Public Hearing next.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

j. **Request to Publish Notice of Public Hearing on August 25, 2021.**

Consideration of Bill No. 2021-16. An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a "Political Committee" to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a "Political Committee"; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements. (Councilor Romero-Wirth and Councilor Garcia) (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 06/30/21
Governing Body (Request to Publish): 07/28/21
Finance Committee: 08/02/21
Quality of Life Committee: 08/4/21
Governing Body (Public Hearing): 08/25/21

Ms. Bustos-Mihelcic read the caption for item 11 j.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve this request to publish notice of public hearing as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15 **EXECUTIVE SESSION ACTION ITEMS**

a Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021
Governing Body: 07/28/2021

16. **MATTERS FROM THE CITY CLERK**

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation – July 28, 2021

EVENING SESSION - 7:00 P.M.

18. **ROLL CALL**

19. **PETITIONS FROM THE FLOOR**

a. Petitions From the Floor Regarding Reasonable Limitations on the Operations of Cannabis Establishments, such as Density and Operating Hours; the Permitting of Recreational Cannabis Consumption Areas; the Use of Cannabis Tax Revenues; and Any other Matters Relevant to the City's Ability to Regulate or Benefit from Recreational Cannabis.
b. All Other Petitions from the Floor.

20. **APPOINTMENTS**

a. City Historian (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
- Valerie Rangel – Appointment – Term Ending 6/2022

b. City's Poet Laureate (Pauline Kamiyama, Arts Commission Division Director, pkkamiyama@santafenm.gov, 955-6653)
- Daryl Wellington – Appointment – Term Ending 6/2022

c. Airport Advisory Board (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
- Kevin Egan – Reappointment – Term Ending 02/2024
- Randal Limbacher – Appointment – Term Ending 02/2024

21. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-14. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

Recess of Meeting:

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to recess the Governing Body meeting and reconvene on August 2, 2021, at 7:00 p.m. via Zoom to consider the remainder of this agenda.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

Mayor Webber apologized again to the public.

The Governing Body recessed the meeting at 9:30 pm.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of $40,000. (Santa Fe County); (Thomas Grundler, Lieutenant: tjgrundler@santafenm.gov, 505-955-5359)

Committee	**Review:**
Finance Committee:	08/02/2021
Quality of Life Committee:	08/04/2021
Governing Body Committee:	08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: July 6, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (7-7-21)
Paul Joye, Deputy Chief of Police 7/6/21
Anthony Tapia, Captain 7/6/21

FROM: Thomas Grundler, Lieutenant 7-6-21

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Understanding (MOU) – Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Funds. There is no cost to the Santa Fe Police Department, and any costs and expenses associated with staffing DWI Checkpoints, Saturation Patrols, Shoulder Tap and Over Service Operations paid pursuant to this MOU/Agreement is reimbursed through the grant funding for a total of $40,000 inclusive of inclusive of NMGRT. Term is 1 year. (Santa Fe County); (Thomas Grundler, tjgrundler@santafenm.gov, ext. 5359)

BACKGROUND AND SUMMARY:
The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe safer and continuing with DWI enforcement efforts, by conducting operations focused on prevention/reduction of DWI incidents, over service and sales to minors.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202808.

ACTION REQUESTED:
The Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Local DWI Grant Fund Reimbursement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *Grant Agreement*

Exempt ☒ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Santa Fe Police Department Staff Name: Lieutenant Thomas Grundler

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:

Thomas Grundler | Lieutenant | 7/06/21

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (Jul 12, 2021 09:30 MDT)

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, New Mexico

memo

DATE: July 6, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: AnnaMarie Bowen, Fiscal Administrator

SUBJECT: Exemption Determination Request

Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Understanding PSA is between the Santa Fe County and City of Santa Fe Police Department for the Local DWI Grant Funding reimbursements.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: ***13-1-98-A*** *– procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County
Amount: No cost for City of Santa Fe – Grant Reimburse
Term: July 1, 2020 to June 30, 2021

Approved Exemption:

Fran Dunaway (Jul 12, 2021 09:30 MDT)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3020808**

Contractor: **Santa Fe County**

Description: **Agreement (MOU) between Santa Fe County and the City of Santa Fe (SFPD) regarding the Local DWI Grant Funds. Reimbursements for DWI Enforcement Operations. ($40,000 inclusive of GRT)**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** 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)
MOU - Agreement for participant (MOU) City of Santa Fe (SFPD) regarding Local DWI Grant Funding Reimbursements.

3. Procurement History: _____

Fran Dilnaway (Jul 12, 2021 09:30 MDT) Jul 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** MOU

4. Funding Source: _____ Org / Object: **1000001/491010**

Andy Hopkins (Jul 9, 2021 15:34 MDT) Jul 9, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - MOU Agreement**

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **x5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Police Department/Administration	7/6/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Overtime	1000065	501400		40,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Santa Fe County - LDWI Grant	1000001	491010		-40,000.00	
				-	-

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

To record Memo of Understanding (MOU) Agreement between Santa Fe County and the City of Santa Fe for Local DWI Grant. Expires 06/30/2022.

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

AnnaMarie Bowen — 7/6/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

(7-7-21)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

Jarel LaPan Hill
Jarel LaPan Hill (Jul 13, 2021 14:43 MDT)
City Manager *{≤ $60,000}* — Date

MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING USE OF DWI GRANT FUNDS

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is entered on this _____ day of _____ 2021, between Santa Fe County (hereinafter the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, New Mexico (hereinafter the "City").

WHEREAS, driving while intoxicated (DWI) or driving under the influence of intoxicating drugs or alcohol (DUI) poses a serious risk to the public health, safety, and welfare of the citizens of the City and the County; and

WHEREAS, increasing law enforcement activities pertaining to the prevention of DWI and DUI is an evidence-based approach to reduce the incidents of DWI, alcohol involved crashes and alcohol related crash fatalities; and

WHEREAS, the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2022 to apply towards the operating costs of the Santa Fe County DWI Program; and

WHEREAS, the County wishes to transfer a portion of its DWI grant funds to the City for use by the City in conducting DWI Checkpoints, Saturation Patrols, Shoulder Tap, and Over Services Operations.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. DUTIES OF THE PARTIES

    a. The County shall:

        1) Serve as a fiscal agent for the expenditure of the Local DWI Grant funds identified in this Agreement.

        2) Transfer and make available to the City on a reimbursement basis, $40,000.00 for expenditure in FY 2022 to conduct DWI checkpoints, saturation patrols, shoulder tap and over service operations.

        3) Reimburse the City for costs and expenses associated with staffing the above-described anti-DWI and anti-DUI operations. Reimbursement by the County shall be made within 30 days following receipt from the City of a statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

1) Conduct operations and programs focused on or prevention or decrease of DWI, DUI, over service and sales to minors.

2) Provide a comprehensive report describing the anti-DWI and anti-DUI operations performed by the City with an invoice to the County every 30 days.

3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and anti-DUI law enforcement activities described in this Agreement.

2. REIMBURSEMENT; COMPENSATION

Reimbursement by the County to the City for costs incurred for the purposes under this Agreement shall not exceed $40,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties hereto (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2022, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to the date of termination. The County may not by such termination avoid its obligation to reimburse the City for costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such costs in accordance with Paragraph 1.b.2) above.

5. LIABILITY

Neither party shall responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

7. APPROPRIATIONS

Performance of this Agreement by the County is contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and/or the Santa Fe County Board of County Commissioners. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the County to the City. The County's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of the state of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date of last date by the parties hereto.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

5-24-2021
Date

Approved as to form:

Roberta D. Joe for G.S.S. — May 18, 2021

Gregory S. Shaffer — Date
Santa Fe County Attorney

Finance Division:

5/22/2021

Yvonne S. Herrera — Date
Finance Director

CITY OF SANTA FE

_____ — _____

Jarel LaPan Hill — Date
City Manager

Attestation:

_____ — _____

Yolanda Y. Vigil — Date
City Clerk

Approved as to form:

_____ — _____

Erin K. McSherry — Date
City Attorney

Approved:

_____ — _____

Mary McCoy, Director of Finance — Date

_____

Business Unit No.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
KRISTINE M. MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 2, 2021 13:27 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Signature: Alexis Lotero
Alexis Lotero (Jul 13, 2021 14:16 MDT)

Email: aclotero@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of $40,000; Santa Fe County. (Thomas Grundler, Lieutenant; tjgrundler@santafenm.gov, 955-5359)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Governing Body Committee: 08/11/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber) A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee	**Review:**
Introduced:	07/14/21
Finance Committee:	08/02/21
Public Works and Utilities Committee:	08/09/21
Governing Body: 08/11/21	

Committee	**Review:**
Finance Committee:	08/02/2021
Quality of Life Committee:	08/04/2021

Governing Body Committee: 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) FOR PROJECT NUMBER CWSRF 088.

WHEREAS, the Governing Body of the City of Santa Fe of Santa Fe County of the State of New Mexico intends to enter into a Loan Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Loan Agreement will be in the amount of $4,000,000 to be used for various stormwater management projects throughout the City; and

WHEREAS, the Agreement is authorized for a project identified as Project Number CWSRF 088.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

1. Mayor Alan Webber, or successor is authorized to sign the Loan Agreement and Promissory Note for this project; and

2. Jarel LaPan Hill, City Manager, or successor is the AUTHORIZED OFFICER who

is authorized to sign all other documents necessary to fulfill the Loan Agreement and the Promissory Note requirements (Borrower's Intention, Project Description, Budget, Reimbursement Requests) and to act as the project contact; and

3. Mary McCoy, Finance Director, or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests for this project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/NMED Loan Signatory Authority

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

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	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature:
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7b

CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber)
A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee	**Review:**
Finance Committee	– 08/02/2021
Public Works & Utilities Committee	– 08/09/2021
Governing Body	– 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

CITY OF SANTA FE, NEW MEXICO
MEMORANDUM

Date: July 6, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 8, 2021 16:59 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, Engineering Division Director Javier Rosado

---

ITEM & ISSUE:

Request for the approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Javier Rosado, jhrosado@santafenm.gov;955-6638)

BACKGROUND & SUMMARY:

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

In FY 12/13, the City of Santa Fe and the SFPS agreed to transfer the administrative responsibilities to the SFPS, initially the City of Santa Fe agreed to reimburse the SFPS an amount no to exceed $175,000 for documented costs incurred in administering the program. This amount of $175,000 is based on what the City's actual costs were in the last three years we ran the program. These actual costs were:

FY 09/10 - $174,709.74
FY10/11 - $151,170.62
FY 11/12 - $179,575.83
FY 12/13 – $175,000.00

In the past fiscal years, the City of Santa Fe reimbursed SFPS to the following amounts:
FY 13/14 – $127,877.37
FY 14/15 – $169,093.58
FY 15/16 – $175,000
FY 16/17 – $175,000
FY 17/18 – $185,000
FY 18/19 –$185,000
FY 19/20 - $185,000
FY 20/21 - $88,669.24 (Due to COIVD-19)

The proposed MOU will continue to assign administrative responsibilities of the School Cross Guard program to the SFPS for four (4) school year (FY 21/22, FY 22/23, FY 23/24, and FY 24/25). The Santa Fe Public School has informed that there have been increases of cost for guard services of 18.5% from 2018 to 2019 and another increase of 15.75% from 2019 to 2020 (See attached email from Mario Salbidrez). The SFPS has asked to increase the amount the City is responsible for reimbursing by $10,000 for a total of $195,000. This increase accounts primarily for increasing the number of locations cross-guards are provided from 32 to 35. The Public Works Department feels that increasing the reimbursement amount by just over 5% is a reasonable request.

PRO/CUREMENT METHOD:

The procurement method is a Memorandum of Agreement which expires on June 30, 2025

CONTRACT NUMBER:

The Munis Contract Number is 3200001

FUNDING SOURCE:

The funding source is:

Fund Name / Number: General Fund / Fund 100
Munis Org Name/Number: Engineering Admin /1000411
Munis Object Name / Number: Other Consulting /510340

ACTION REQUESTED:

The Public Works Department respectfully requests your review and approval for this MOA with the Santa Fe Public Schools.

21-22-875-61-3

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

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

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

WHEREAS, in the recent past, the City has provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, for the specified three fiscal years, the SFPS reimbursed the City for ½ of the City's actual costs as follows: FY 21/22 - $195,000; FY 22/23 - $195,000; and projected amount for FY 23/24 - $195,000 and

WHEREAS, for FY 24/25, the City reimbursed the SFPS $195,000; and

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

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

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

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

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

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

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

(c) School flashers.

B. The SFPS shall:

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

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

(b) Training and supervising Personnel.

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

(d) Compensating Personnel.

(e) Arranging for substitute personnel during absences.

(f) Placing Crossing Guards.

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

(2) Provide the City with school times prior to each school year for the purpose of programming the school

flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

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

2. COMPENSATION

A. SFPS and The City shall include sufficient funds within their respective annual operating budgets to support the anticipated expenditures of the Program.

B. The City shall pay SFPS for its documented costs incurred in administering the Program in an amount of one hundred ninety-five dollars and zero cents ($195,000.00)per fiscal year, for fiscal years 2021/2022, 2022/2023, 2023/2024 and 2024/2025, which amount shall be paid out in installments, upon quarterly requests for payment from the SFPS.

3. TERM

This Agreement shall terminate on June 30, 2025, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

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

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

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

5. STATUS OF CONTRACTOR

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

6. CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

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

8. ASSIGNMENT; SUBCONTRACTING

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

9. RELEASE

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

10. THIRD PARTY BENEFICIARIES

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

11. RECORDS AND AUDIT

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

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

13. AMENDMENT

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

14. SCOPE OF AGREEMENT

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

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three

business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

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

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

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

SANTA FE PUBLIC SCHOOLS:

Dr. Veronica C. Garcia,
SUPERINTENDENT

DATE: 6-15-21

CITY OF SANTA FE:

_____

Alan Webber, MAYOR

DATE: _____

ATTEST:

_____

CITY CLERK

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

ATTEST:

_____
Kristine Bustos Mihelcic,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 15:31 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
Mary McCoy,
DIRECTOR FINANCE DEPARTMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200001**

Contractor: **Santa Fe Public Schools (SFPS)**

Description: **MOA - School Cross Guard Program for four (4) years in the amount of $195,000.00**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/01/2021** Term End Date: **06/30/2025**

☑ Approved by Council Date: **TBD**

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:** **Four (4) Year Agreement**

Fran Dunaway (Jul 16, 2021 09:28 MDT) — Jul 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **100** - General Fund **Org / Object:** **1000411/510310**

Andy Hopkins (Jul 16, 2021 09:50 MDT) — Jul 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **955-6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2021

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: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : Safety National	
	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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0024	07/01/2021	07/01/2022	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	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					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

© 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

MOA - Santa Fe Public Schools (Cross Guard Program)

Final Audit Report 2021-07-16

Created:	2021-07-16
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdCaeC1BMiHXm_I6QZIkCWpk_wnFhY0P3

"MOA - Santa Fe Public Schools (Cross Guard Program)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-16 - 12:28:12 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-16 - 12:29:45 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-16 - 2:57:00 PM GMT- IP address: 174.205.101.249

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-16 - 2:58:29 PM GMT - Time Source: server- IP address: 174.205.101.249

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-16 - 2:58:30 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-16 - 3:26:23 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-16 - 3:26:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-16 - 3:26:42 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUSE NO. 7c

Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School Years; Santa Fe Public Schools. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Finance Committee: 08/02/2021
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of a Professional Services Agreement for a Total Amount of $252,478.00 for a four (4) Year Sole Source contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

Committee	**Review:**
Finance Committee:	08/2/2021
Quality of Life Committee:	08/4/2021
Governing Body: 08/11/2021	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: July 7, 2021

TO: Alan Webber, Mayor and Governing Body
Quality of Life and Finance Committee

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director Kyra Ochoa (Jul 9, 2021 17:11 MDT)

FROM: Julie Sanchez, Youth and Family Services Division Director JJS

ITEM AND ISSUE:
Request for approval of a professional services agreement for a total amount of $252,478.00 for a four (4) year sole source contract to United Way of Central New Mexico to operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership on CONNECT, on November 10th, 2020 through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM. Santa Fe County is currently the direct contractor with the CONNECT data system, Unite Us, and has invested over $329,000.00 to start up, provide initial licensing, and fund ongoing support. While the City initially paid for licensing its grantees, due to the change in fee structure in which non-profits no longer need to pay the annual licensing fee, the County is now providing a majority of the backbone data system support.

There is no centralized phone number for people needing resources to call either in Santa Fe City or County. CONNECT links people to services and resources via an on-line platform used by navigators at community organizations throughout the City and County, however access to CONNECT is either through self-referrals via the City or County website or by locating a navigator in existing CONNECT network organizations. CONNECT lacks a centralized phone number to serve as the portal to the network for people who can't access the on-line self-referral option. 2-1-1 is a powerful brand, and information and referral tool used to connect people with resources and services.

By integrating 2-1-1 with CONNECT, people will have access to consistent, reliable, well-trained staff, appropriate wait- and response-time, an accurate and relevant database of services and contacts based on caller needs. This will promote seamless service access and delivery within the City and County. United Way of Central New Mexico provides operational support for 2-1-1 services in counties south of Santa Fe and has agreed to expand service to Santa Fe City and County.

PROCUREMENT METHOD:

On May 5, 2021 a sole source determination was granted. A professional services agreement will be executed by July 1, 2021.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202820.

The contract will end June 30th 2025.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Comm Svs Admin/Fund 100
Munis Org Name/Number: Comm Svs Admin/1001001
Munis Object Name/Number: Grants and Services/510310

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Item#_____
Munis Contract# _3202820____

CITY OF SANTA FE

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 **UNITED WAY OF CENTRAL NEW MEXICO (UWCNM)**, 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 provide 2-1-1 call center services to serve the Santa Fe area, and offer the following:

1) Hire, onboard, train and supervise a CONNECT 2-1-1 Coordinator at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to field live calls maintaining the database, data reporting, and community outreach (including volunteer recruitment, training, and management); a preferred qualification is bilingual, English and Spanish.
2) The performance of all agents who staff the live phone line are consistently monitored for the quality of interactions and referrals; agents will be given feedback on their performance, and if needed coaching and guidance on how to improve.
3) Calls are regularly monitored for metrics such as wait time, call completion, average call time, etc., to determine whether improvement is needed.
4) Call and website volume and referral data are reported correctly and monitored for accuracy, and staff are given timely guidance and feedback to address issues or concerns.
5) Call metrics will be used to inform future staffing and hours for call center operations.
6) Callers who might benefit from warm hand-offs are transferred to appropriate resources such as CONNECT.
7) Provide resource data base, hardware, telephony and internet capabilities.
8) Use the Unite Us on-line referral management platform.
9) The coordinator will do all of the following depending on the caller's level of need: 1) provide callers with resources 2) assist with enrolling in CONNECT using the on-line self-referral portal; 3) screen for unmet social determinants of health (SDOH) using the CONNECT networks screening and evaluation tools; and 4) enroll and refer using Unite Us to link callers to resources and services.
10) Attend meetings with City staff and community stakeholders, as needed.

Deliverables.

A. 2-1-1- Call Center staffed at 32 hours per week.

B. Agent is available to respond to calls between the hours of 8:30 am to 4:30 pm Monday through Friday.
C. Coordinator is trained to use the Unite Us on-line referral management system to screen for unmet social determinant of health needs using a screening tool determined by the City, make referrals, and/or assist callers to self-refer into CONNECT.
D. After hours and on weekends, calls are addressed by UWCNM's call center's automated Interactive Voice Response (IVR) system. Voicemails are responded to by a live agent the next business day.
E. Reports on call volume, wait time, call completion, average call time, resources provided, SDOH screens and referrals made in the Unite Us platform and other agreed upon metrics are submitted with invoices on a quarterly basis.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon DELIVERABLES, such compensation is not to ($252,478.00) including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($252,478.00). 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.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($70,021.00) including gross receipts tax in (FY22).

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY23).

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY24).

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY25).

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, 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. 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 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. 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.

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 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.

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.

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: [Julie Sanchez, jjsanchez@santafenm.gov Youth and Family Services Division, Po Box 909, Santa Fe NM 87504,].

To the Contractor: [UNITED WAY OF CENTRAL NEW MEXICO, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106 Rodney.Prunty@uwcnm.org].

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:_____

CONTRACTOR:
United Way of Central New Mexico



_____
NAME
President & CEO

_____
TITLE

DATE: 7/7/21
CRS# _____
Registration# 230339

ATTEST:

_____

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 6, 2021 11:44 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

1001001.510310 AJH

AJH

Org. Name/Org#

MEMORANDUM OF AGREEMENT
BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this 10th day of November, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

---

[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County 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 the County and their "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.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **ASSIGNMENT.** Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Nov 17, 2020
DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

11-17-2020
DATE

GB Mtg 11/10/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:04 MDT)

Jun 8, 2020

SENIOR
ASSISTANT
CITY ATTORNEY

DATE

APPROVED FOR FINANCES:

Mary McCoy

Nov 17, 2020

MARY M. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller

5-28-2020

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for G.S.S.

May 26, 2020

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Yvonne S. Herrera

5/27/2020

Yvonne S. Herrera
Finance Director

Date

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety ***- (*) must be completed.***

***Date:** 5/3/2021

***Prepared By** Elizabeth Peterson ***Title** Children and Youth Program Manager

***Vendor Name** United Way of Central New Mexico

***Address:** 2340 Alamo Ave SE

***City:** Albuquerque ***State:** NM ***Zip Code:** 87106

***Description of Goods/Service to be procured:** 2-1-1 Call Center for CONNECT

***Estimated Cost:** **$252,478.00**

Term of Contract:
One (1) to Four (4) year from award) 4 year award

***Sole Source Request Justification Questions 1-3.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

There is no centralized phone number for people needing resources to call either in Santa Fe City or County. CONNECT links people to services and resources via an on-line platform used by navigators at community organizations throughout the City and County, however access to CONNECT is either through self-referrals via the City or County website or by locating a navigator in existing CONNECT network organizations. CONNECT lacks a centralized phone number to serve as the portal to the network for people who can't access the on-line self-referral option. 2-1-1 is a powerful brand and information and referral tool used to connect people with resources and services.

By integrating 2-1-1 with CONNECT, people will have access to consistent, reliable, well-trained staff, appropriate wait- and response-time, an accurate and relevant database of services and contacts based on caller needs. This will promote seamless service access and delivery within the City and County. United Way of Central New Mexico provides operational support for 2-1-1 services in counties south of Santa Fe and has agreed to expand service to Santa Fe City and County.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

x	**The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**
	Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

There are no other call centers in our geographic area that can offer this type of service.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway (May 5, 2021 09:04 MDT) May 5, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway (Jul 15, 2021 09:52 MDT) Jul 15, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

- ****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
- ****Quote from sole source Contractor***
- ****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

United Way
of Central New Mexico

2340 Alamo Ave. SE, 2nd Floor
Albuquerque, NM 87106
Phone (505) 247-3671
Fax (505) 242-3576

www.uwcnm.org
LIVE UNITED.
HELPING OTHERS SINCE 1934

Thank you for your interest in United Way of Central New Mexico 211!

211 is a community referral service that connects community members with needed human and social services. For more than 20 years, United Way of Central New Mexico and 211 have provided connections to local resources within the Central New Mexico area. The 211 service is provided through the United Way of Central New Mexico. As it has been developed and delivered by United Way of Central New Mexico, we are the sole vendor/supplier/distributor/provider of our service.

This letter is to confirm that United Way of Central New Mexico's 211 is a sole source product created and performed exclusively by United Way of Central New Mexico, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106. If you have any questions, please feel free to call us at (505) 247-3671.

William Newell
Chief Financial Officer
United Way of Central New Mexico

UNITWAY-13 CSPECIAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

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) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED United Way of Central New Mexico 2340 Alamo Ave SE Ste 100 and 200 Albuquerque, NM 87106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Insurance Company - Canada INSURER C : New Mexico Assurance Company — 13673 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PAC053509906	8/26/2020	8/26/2021	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP0535100	8/26/2020	8/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB0535101	8/26/2020	8/26/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	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		96511104	8/26/2020	8/26/2021	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)

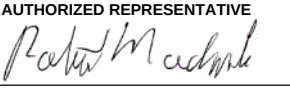
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: UNITED WAY OF CENTRAL NEW MEXICO, INC.
DBA: UNITED WAY OF CENTRAL NEW MEXICO

Business Location: 2340 ALAMO AVE NE
ALBUQUERQUE, NM 87106

Owner: William Newell

License Number: 230339

Issued Date: May 07, 2021

Expiration Date: May 07, 2022

Description: NON-PROFIT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

UNITED WAY OF CENTRAL NEW MEXICO, INC.
2340 ALAMO AVE NE 200
ALBUQUERQUE, NM 87106

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202820

Contractor: United Way of Northern New Mexico

Description: 2-1-1 Call Center operations

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: July 1, 2021 Term End Date: June 30, 2025

[ ] Approved by Council Date: _____

Contract / Lease: 2-1-1 Call Center

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ n/a

Extend Termination Date to: n/a

[ ] 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:** Sole Source

Fran Dunaway (Jul 15, 2021 9:52 MDT) Jul 15, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** COMM. SERVICES ADMIN FUND 100 **Org / Object:** 1001001.510310

Andy Hopkins (Jul 12, 2021 16:49 MDT) Jul 12, 2021

Budget Officer Approval: Date:

Comment & Exceptions: SOLE SOURCE PROCUREMENT

Staff Contact who completed this form: Julie Sanchez Phone # 505-955-6678

Email: jjsanchez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: UNITED WAY OF CENTRAL NEW MEXICO

Procurement Title: 2-1-1 Call Center

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: Community Health and Safety Department Staff Name Julie Sanchez

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: _____

Julie Sanchez	Children and Family Services Division Director	7/7/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Jul 15, 2021 09:52 MDT)	Chief Procurement Officer	Jul 15, 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.

*

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

Request for Approval of a Professional Services Agreement for a Total Amount of $252,478 for a Four (4) Year Sole Source Contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 955-6678)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Governing Body: 08/11/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding:(Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1) CONSIDERATION OF RESOLUTION BO. 2021 - (Councilor Rivera, Councilor Abeyta)
A resolution accepting (1) A Municipal Arterial Program (MAP) Cooperative Agreement identified as control Number L500473 and (2) A Local Government Road Fund (LGRF) Cooperative Agreement Identified as Control Number L500444 – both Agreements are from the New Mexico Department of Transportation (NMDOT) regarding the Agua Fria street and South Meadows Road Intersection Improvement Project

2) Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the amount of $124,444 for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and misc improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

3) Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the amount of $75,833.00 for the reconstruction, pavement rehabilitation/improvements, traffic signal improvements and miscellaneous improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project

4) Request for Approval of Budget Adjustment Request (BAR) to budget NMDOT Grant funding into WIP Construction (ORG / OBJ - 3309980.572970) in the amount of $150,208.00

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		

CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe New Mexico
Memorandum

Date: July 16, 2021

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

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 15, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, PE, Engineering Division Director
Tom Graham, AIA, ADA Coordinator

RE: Approval of Resolution, Cooperative Agreements and Budget Adjustment Request (BAR) for CIP 853C Agua Fria - South Meadows Intersection Improvements Project Funding

---

ITEMS AND ACTIONS:

ITEM A.) **CONSIDERATION OF RESOLUTION NO. 2021-____, (COUNCILOR RIVERA, COUNCILOR ABEYTA)**

A RESOLUTION ACCEPTING (1) A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500473 AND (2) A LOCAL GOVERNMENT ROAD FUND (LGRF) COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500444 - BOTH AGREEMENTS ARE FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") REGARDING THE AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENT PROJECT

ITEM B.) **REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202845) WITH THE NMDOT IN THE AMOUNT OF $124,444 FOR PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE AND MISC. IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT**

ITEM C.) **REQUEST FOR APPROVAL OF A LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202844) WITH THE NMDOT IN THE AMOUNT OF $75,833 FOR THE RECONSTRUCTION, PAVEMENT REHABILITATION / IMPROVEMENTS, TRAFFIC SIGNAL IMPROVEMENTS AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND**

SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT

ITEM D.) REQUEST FOR APPROVAL OF BAR TO BUDGET NMDOT GRANT FUNDING

BACKGROUND & SUMMARY:

In 2014, it was brought to the attention of the City of Santa Fe that the traffic signals at the intersection of South Meadows Road and Agua Fria has failing movements and long traffic queues, which affect access and mobility and result in safety deficiencies. Funding was immediately sought-out and obtained to conduct planning and design to improve the Agua Fria/South Meadows intersection (see Table 1 below).

The Agua Fria/South Meadows Intersection Improvements Project is 0.28 miles long that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road. For X years, the Santa Fe Engineering LLC (Consultants) is working on the design plan for this project. The 90% Design Plan was reviewed by NMDOT in May 2021. Project Consultants are now working on the PS&E and is anticipated to be completed and submitted for review to NMDOT in September/October 2021. The improvements will include the construction of turning lanes on all legs of the intersection except for the North bound, 5-ft bike lanes on all directions, 6-ft sidewalks on both sides of the road, driveways per ADA and NMDOT's type B or C pedestrian access. This project follows the Complete Street guidelines that the City of Santa Fe has adopted that will provide safe access to all road users.

Construction phase could begin as early as January 2022 or when the full construction funding of $1.7M is secured by the City of Santa Fe. This construction funding gap is based on the Consultant's 90% Design Probable Cost Estimate using NMDOT current average unit bid prices. Public Works Roadway and Trails is actively seeking additional construction funding. In addition to Items B & C below, Roadway and Trails has applied for $1.7M from NMDOT's Transportation Project Funds in June. Results will be known in September 2021.

Table 1 Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	$25,000.00	Design	06/30/2019	$25,000.00
NM State Capital Appropriation 2018	$100,000.00	Design	06/30/2022	$100,000.00
NM State Capital Appropriation 2019	$125,000.00	Design	06/30/2023	$125,000.00
NMDOT Municipal Arterial Program Funding 2019 (25% match from City of Santa Fe Impact Fees)	$587,667.00	Design and Construction	06/30/2020 Amendment #1 12/31/2021	$302,874.00
NMDOT Municipal Arterial Program Funding 2020 (25% match from City of Santa Fe Impact Fees)	$151,825.00	Design and Construction	06/30/2021	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City of Santa Fe Impact Fees)	$162,000.00	Design and Construction	06/30/2022	

City of Santa Fe New Mexico
Memorandum

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NMDOT Municipal Arterial Program Funding 2022 (25% match from City of Santa Fe Impact Fees)	$124,444	Construction	Item B	
Local Government Road Fund 2022 (25% match from City of Santa Fe Impact Fees)	$75,833	Construction	Item C	
TOTAL FUNDING RECEIVED	**$1,351,769.00**			
TOTAL FUNDING EXPENDED	**$552,874.00**			**$552,874.00**
TOTAL FUNDING REMAINING FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**$798,895.00**			
TOTAL FUNDING NEEDED FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**1,700,000.00**			

ITEM A

The proposed resolution authorizes the acceptance of a MAP grant ($124,444) and an LGRF grant ($75,833) from the NMDOT for the planning, design, and construction of the intersection improvements at Agua Fria Street and South Meadows Road.

ITEM B

The agreement will provide $93,333 of State funding with a 25% City match of $31,111 for a total of $124,444 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM C

The agreement will provide $56,875 of State funding with a 25% City match of $18,958 for a total of $75,833 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM D

Both the MAP and LGRF are reimbursement type of grants. Therefore, the attached BAR will guarantee the availability of the 75% State share of $150,207.80. Once the two Cooperative Project Agreements are fully executed, Staff will request the Capital Improvements Advisory Committee to allocate the 25% City share of $50,069.25 from road impact fees. The use of road impact fees for this project was approved by the City Council in 2018.

Attachments: Resolution
Cooperative Project Agreements
Exemption Determination Requests 13-1-98-A
FIR
Summary of Contracts
BAR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT IDENTIFIED AS CONTROL NUMBER L500473; AND ACCEPTING A LOCAL GOVERNMENT ROAD FUND ("LGRF") GRANT IDENTIFIED AS CONTROL NUMBER L500444 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") FOR THE PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE, TRAFFIC SIGNAL IMPROVEMENTS, AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the engineering design phase of Agua Fria/South Meadows Intersection Improvements Project ("Project") that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road is nearing completion;

WHEREAS, the intersection improvements of this 0.28 mile-long project includes turning lanes, dedicated 5-ft wide bike lanes, 6-ft wide sidewalks, improved driveways, and drainage

infrastructure;

WHEREAS, based on the Engineer's Probable Cost Estimate using current NMDOT average unit prices, the Project needs another $1.7M to be ready for construction; and

WHEREAS, Public Works roadway and trails staff are actively seeking additional funding for construction; and

WHEREAS, in March 2021 the City applied for and received NMDOT MAP grant funding for FY 2022/2023 in the amount of $93,333.00; and

WHEREAS, the MAP grant required a 25% City of Santa Fe ("City") match of $31,111.00 for a total MAP grant agreement amount of $124,444.00; and

WHEREAS, in March 2021 the City applied for and received NMDOT LGRF grant funding for FY 2022/2023 in the amount of $56,875.00 and;

WHEREAS, the LGRF grant required a 25% City match of $18,958.00 for a total LGRF grant agreement amount of $75,833.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City accepts a Municipal Arterial Program Cooperative Grant, identified as control number L500473, in the amount of $124,444.

BE IT FURTHER RESOLVED that the City accepts a Local Government Road Fund Grant in the amount of $75,833.

BE IT FURTHER RESOLVED that the City of Santa Fe:

1. accepts responsibility for the Project, assumes the lead role in design, development, and construction of the Project;

2. agrees to the terms, conditions, and certification and reporting requirements of the MAP and LGRF cooperative project agreements; and

3. assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

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/South Meadows MAP and LGRF Grants

FIR No. 3336

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): South Meadows MAP and LGRF Grants

Sponsor(s): Councilors Rivera and Abeyta

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 6/18/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Jul 15, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jul 15, 2021

Alexis Lotero (Jul 15, 2021 17:13 MDT)

Summary:

This Resolution confirms the City's administration of NMDOT Municipal Arterial Program (MAP) and Local Government Road Funds (LGRF) grants funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

Additional funding sources will have to be identified to fully fund the project and there may be a delay to designing and constructing the much needed improvements.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Current personnel will manage the project and administer the grant.

Fiscal Implications:

In order to receive the $93,333 in additional MAP Funds for this project, we must match 25% of the grant, or $31,111. In order to receive the $56,875 additional LGRF Funds for the project, we must match 25%, or $18,958, for a total of $50,069 in City match funds which are anticipated to come from Impact Fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	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	$ 50,069	$	$		NR	Impact Fees	
Operating	$	$	$				$
Total:	$ 50,069	$	$				$ 50,069

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

Expenditure Narrative:

$31,111 for the MAP City match and $18,958 for the LGRF City match equals the $50,069 total above. The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
LGRF	$ 56,875	$	$	NR	330
MAP	$ 93,333	$	$	NR	330
Total	$ 150,208	$	$		

Revenue Narrative:

Both LGRF and MAP grants are provided to local governments to assist in project development: construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but would assist in the distribution of state highway system traffic. The funds that we will receive will be spent for construction.

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 75,833.00

Term: 12/31/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)

Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 54360
Control No. L500444

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads**, as described in Control No. **L500444**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **$56,875.00**

   Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads

2. Public Entity's required proportional matching share shall be 25%: **$18,958.00**

3. Total Project Cost: **$75,833.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.
l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 124,444.00

Term: 06/30/2023

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500473

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Santa Fe (Public Entity), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500473." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: $93,333

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: $31,111

3. Total Project Cost: $124,444

b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:
Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
n. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office

the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.

p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*., and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance

with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended By District 5

By:_____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500473

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition)] Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

_____a. 20 year pavement design; or

_____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
    a. Lighting;
    b. signalization;
    c. storm sewer and lift station;
    d. landscape;
    e. road exchange; and
    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500473

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500473** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	6/11/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3309980	572970	ST18330AT	150,208.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3309980	490150	ST18330AT	-150,208.00	
				0	

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

Acceptance of $93,333 of NMDOT MAP funding and $56,875 of NMDOT LGRF func

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

Tom Graham 06/18/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 19, 2021 14:21 MDT)
Budget Officer Jul 19, 2021 Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202844**

Contractor: **NMDOT Local Government Road Funds Cooperative Project Agreement (CN L500444)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: _____ Term End Date: **December 31, 2022**

[ ] Approved by Council Date: **Pending**

Contract / Lease: $75,833.00

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)
$75,833.00 LGRF Agreement for 2021/2022 terminates on December 31, 2022

3. **Procurement History:** _____

Fran Dunaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 19, 2021 14:21 MDT) Jul 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202845**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500473)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: _____ Term End Date: **June 30, 2023**

☐ Approved by Council Date: **Pending**

Contract / Lease: $124,444.00

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)
$124,444.00 MAP Agreement for 2021/2022 terminates on June 30, 2023

3. **Procurement History:** _____

Fran Delaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 23, 2021 10:20 MDT) Jul 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1

Interim Agreement Report 2021-07-20

Created:	2021-07-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA1G79mN7PWsvNrmAqKtpwdgK0noU5RFJO

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-19 - 7:51:42 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-19 - 8:03:20 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-19 - 8:20:13 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-19 - 8:21:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-19 - 8:21:14 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-19 - 11:17:25 PM GMT- IP address: 63.232.20.2

GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeRI8KC9ngIRvsDBTVZPNTXv_6O6QkUDw

"GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:18:37 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-20 - 2:25:19 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:25:51 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:06:44 AM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:13:37 AM GMT - Time Source: server

Agreement completed.
2021-07-21 - 3:13:37 AM GMT

POWERED BY Adobe Sign

GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)

Final Audit Report 2021-07-23

Created:	2021-07-23
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAONGJ3VgimqaXJ8wiL0CmlHivE4VmCe-Z

"GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-23 - 2:40:30 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-23 - 2:41:41 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-23 - 4:19:45 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-23 - 4:20:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-23 - 4:20:27 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7d

Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding. (Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)
1. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
A Resolution Accepting A Municipal Arterial Program ("MAP") Cooperative Agreement Identified as Control Number L500473; and Accepting a Local Government Road Fund ("LGRF") Cooperative Agreement Identified as Control Number L500444 from the New Mexico Department of Transportation ("NMDOT") for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
2. Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the Amount of $124,444 for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
3. Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the Amount of $75,833 for the Reconstruction,
Pavement Rehabilitation/Improvements, Traffic Signal Improvements and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
4. Request for Approval of Budget Adjustment Request (BAR) to Budget NMDOT Grant Funding Into WIP Construction (ORG / OBJ - 3309980.572970) in the Amount of $150,208.

Committee Review:
Finance Committee: 08/02/2021
Public Works and Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of $1,155,371.32 for the vehicles, equipment, and labor costs associated with each vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee	**Review:**
Finance Committee:	8/02/2021
Quality of Life Committee:	8/04/2021
Governing Body Committee: 8/11/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico
Memorandum

DATE: July 19, 2021

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police AP (7-22-21)

FROM: Ben Valdez, Deputy Chief of Police B Valdez DC 7/21/21

ITEM AND ISSUE:
Request for the Approval of FY22 Police Vehicle Purchase Request. Total Amount is $(1,155,371.32) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 15 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford Interceptor Utility Hybrid (12)	$457,536.00	2230310	570950
Ford Expedition SSV (2)	$84,206.00	2230310	570950
Ford F-250 Truck (1)	$31,372.00	2200068	570950
Total costs for 15 vehicles:	**$573,114.00**		

EQUIPMENT	COSTS
Vehicle docking mounts, laptop docking stations, printer, driver's license reader, and accessories	**$22,734.30**
Panasonic Toughbooks	**$67,725.00**
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	**$376,984.45**
Motorola Solutions communication and software	**$99,711.57**
Kennel for Animal Services Truck	**$15,102.00**
Total costs for emergency equipment, laptops and installation	**$582,257.32**
Total purchase cost: Vehicles, equipment and installation	**$1,155,371.32**

Andy Hopkins
Andy Hopkins (Jul 28, 2021 10:04 MDT)
Jul 28, 2021

Additional Equipment Expenses
Additional equipment expenses to upfit the (15) vehicles includes Cradlepoint Vehicle wireless routers with accessories and the K9 Vehicle inserts for the two Expedition SSVs. The Cradlepoint devices are being purchased by the City of Santa Fe ITT Department and the K9 Vehicle insert is being purchased with funding awarded to the City of Santa Fe by the 2020 State Homeland Security Grant. The additional equipment expenses are being provided for informational purposes only.

EQUIPMENT	COSTS
Cradlepoint Vehicle wireless router, antenna and accessories	**$15,870.00**
K9 Vehicle Inserts and associated equipment (2020 State Homeland Security Grant)	**$9,901.32**

Ford F250 Truck
One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

Ford Expedition SSV
Two Ford Expedition Special Service Vehicles (SSV) will be purchased for the K9 Unit. The K9 Unit initially were issued Police Interceptor Utilities and it was identified through daily use that the vehicles lacked the capacity needed for Patrol Duty equipment, K9 Equipment and personal protective equipment (PPE) used by both the handler and police service dog during tactical deployments. The full size utility platform is needed to accommodate the K9 kennel insert that safely transports the police service dog and to provide sufficient interior space to store Patrol Duty equipment, K9 Equipment and PPE. The two current Interceptor Utilities will be utilized by our newly selected K9 Officers until we are able to replace them with the (2) additional Expedition SSV or equivalent platform. At that time, the Utilities will be utilized as loaner vehicles for the K9 Unit until they are unserviceable.

The vehicle has four wheel drive capability to allow deployment during inclement weather and in areas where roads are not well maintained within our jurisdiction. The standard vehicle engine and only offering is a 3.5L EcoBoost V6 engine and a 10 speed automatic. The vehicle is not currently offered in a Hybrid powertrain.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment, and K9 equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

Ford Police Interceptor Utility Hybrid
Twelve Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our Dispatch Communications System and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

With each vehicle we are anticipating a savings of approximately $3,028 in fuel per vehicle a year if fuel is $3.09 a gallon (*current fuel cost in Santa Fe on 7/20/21*). On our last vehicle purchase request a $2,695 savings was estimated if fuel was $2.75 a gallon. As the cost of fuel increased from last year, it clearly demonstrates we are prepared for any potential fuel cost increases to come. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is currently $15,140 per hybrid vehicle. The total fuel savings for the 12 hybrid vehicles is $36,336 per year and $181,680 over their 5 year service period.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to continue transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [Chalmers Ford] # 00-00000-20-00121 which expires on November 12, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of NM] # 60-000-15-00032 which expires on March 22, 2022.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions, LLC] # 10-00000-20-00048 which expires on November 17, 2022.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 10-00000-20-00048 which expires on November 17, 2022.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Animal Services/Fund 220
Munis Org Name/Number: POL Animal Services/2200068
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration GF /1000310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: General Fund/Fund100
Munis Org Name/Number: Police Administration GF/1000310
Munis Object Name/Number: Data Processing/570800/572800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

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: Police Department Staff Name: Deputy Chief Ben Valdez

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: _____

Ben Valdez	Deputy Chief	07/21/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway	Chief Procurement Officer	Jul 28, 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.

*

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	062321-4
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
12	**Item #4 Utility Vehicle, Mid-Size, Four Door, All Wheel Drive** (Police Pursuit Rated) Ford Explorer	36,139.00	$433,668.00
	Item #4 Options:		
12	L: Hybrid	485.00	$5,820.00
12	AB: Window Tiniting Darker than MFG Standard	199.00	$2,388.00
12	AI: Hidden Door Lock Plunger w/ In-op.	195.00	$2,340.00
12	AK: Remote Keyless Entry Fobs - Factory	425.00	$5,100.00
12	AV: Police Engine Idle Feature	290.00	3,480.00
12	AW: Reverse Sensing	395.00	4,740.00
	Features Included: Rear Aux Air, Bluetooth / Hands Free, Front Headlamp Housing, LED Spot Light, Tail Light Housing, Dark Car Feature		

Order Units	SUBTOTAL	457,536.00
	TAX	0.00
Proposal Valid for 60Days	FREIGHT	
		$457,536.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO: **Ford Expediton 4x4 SSV**

QUOTE NUMBER	062321-5
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Wide Price Agreement **# 00-00000-20-00121**		
2	**Item 5: Utility Vehicle, Full-Size, Four Door, Two Wheel Drive**	33,353.00	66,706.00
	Police Pursuit Rated / SSV		
	Item 5 Options:		
2	A: All / Four Wheel Drive	3,980.00	7,960.00
2	S: Remote Keyless Entry	650.00	1,300.00
2	T: Skid Plates 4WD only	190.00	380.00
2	Y: Trailer Tow Package With Trailer Brakes	1,970.00	3,940.00
2	AB: Window Tinting 20%	350.00	700.00
2	AS: BUS - Blind Spot Monitoring w/cross traffic alert	695.00	1,390.00
2	AU: Reverse Sensing	240.00	480.00
2	AV: Running Boards - Platform Style	675.00	1,350.00
Order Units		SUBTOTAL	84,206.00
		TAX	0.00
Proposal Valid for 60 Days		FREIGHT	
			$84,206.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk

(505) 554-6447
email: mmichnuk@chalmersford.com

CHALMERS

Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO: Animal Control

QUOTE NUMBER	062321-6
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
1	**Item #8 Truck, Three Quarter Ton, Crew Cab, Short Wheel Base,** Four Wheel Drive, Ford F250 6.2L V8 Gas	28,242.00	28,242.00
	Item #8 Options:		
1	C: Bed Delete	(100.00)	(100.00)
1	G: Cab, Regular	(1,000.00)	(1,000.00)
1	X: Locking Rear Differential	590.00	590.00
1	Y: Mirriors, Trailer Tow, Power	650.00	650.00
1	AF: Remote Keyless Entry	650.00	650.00
1	AG: Running Boards	850.00	850.00
1	AK: Spot Light - Halogen	495.00	495.00
1	AR: Trailer Tow Package, Less Trailer Brakes	995.00	995.00
	Ford F250 4x4 Regular Cab Bed Delete		

Order Units	SUBTOTAL	31,372.00
	TAX	0.00
Proposal Valid for 60 Days	FREIGHT	
		$31,372.00
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Jul 20, 2021

Expiry
Sep 30, 2021

Quote Number
QU-210159v2

Reference
SFPD - Toughbook 33 &
Brother Mobile Solutions
Qty. 15

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33RZ-0BVM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, Bluetooth, 4G LTE BAND 14 (EM7511), DGPS, Dual Pass (CH1:WWAN/CH2:DGPS), INFRARED WEBCAM, 8MP Rear Camera, Contactless Smartcard, Standard Batteries (2), TPM 2.0, FLAT. -CF-SVCPDEP3Y - Toughbook Toughp0ad Premier Deployment - Includes Imaging, Customer Portal Access, MultiLocation Shipping and Disk Image Management at the Panasonic National Service Center (YEARS 1,2,3) -FZ-SVC512SSD3Y - 512GB SSD - Toughpad No Return of Defective Drive. (YEARS 1,2, 3) -FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3) -CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT. -CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 Month Term - Panasonic PS Bundled Sled Customer Only. MSRP: $4,797.00 *NM State Contract Price is 10% off MSRP: $4,317.30	15.00	3,725.00	55,875.00
CF-VEK333LMP	Premium Keyboard for CF-33 Mk1, Mk2. New Improved, 3X Brighter Out-of-the-Box. Emissive Red Backlit (3 Levels). Handle/Kickstand - Display can be opened to any angle. Compatible with tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (Full Size), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch ARM. Forward or Reverse-Dockable to Convertible Mode. MSRP: $670.00 *NM State Contract Price is 10% off MSRP: $603.00	15.00	495.00	7,425.00

Item	Description	Quantity	Unit Price	Amount USD
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: $295 *NM State Contract Price: $295	15.00	295.00	4,425.00
GJ-33-LVD0	Panasonic Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $1536.00 *NM State Contract Price is 10% off MSRP: $1,382.40	15.00	859.00	12,885.00
GBJ-7110-1214	Gamber Johnson Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: $53.00 *NM State Contract Price is 30% off MSRP: $37.10	15.00	37.10	556.50
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $144.95 *NM State Contract Price is 10% off MSRP: $130.46	15.00	130.46	1,956.90
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: $10.95 *NM State Contract Price is 10% off MSRP: $9.86	15.00	9.86	147.90
PJ722	Brother Mobile Solutions: PocketJet 7, 200dpi Full Page Thermal Printer with USB (Only includes the printer. Requires power, USB Cable, and printing supplies) MSRP: 384.00 *NM State Contract Price is 5% off MSRP: $364.80	15.00	339.00	5,085.00
LB3602	Brother Mobile Solutions: USB Cable - 6 foot length MSRP: $14.00 *NM State Contract Price is 5% off MSRP: $13.30	15.00	13.30	199.50
LB3692	Brother Mobile Solutions: PocketJet PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $24.10 *NM State Contract Price is 5% off MSRP: $22.90	15.00	22.90	343.50
LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: $110.00 *NM State Contract Price is $5% off MSRP: $104.50	15.00	104.00	1,560.00
			Subtotal	90,459.30
			TOTAL USD	**90,459.30**

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
6/21/2021	12159
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
		Parts Sale Only Customer: Eric Sanchez Phone: 505-955-5036 Email Address: iesanchez@ci.santa-fe.nm.us ***QTY 1 FORD F-250 ANIMAL CONTROLS*** State Contract# 60-000-15-00032			
ENFLBS1254	Sound Off	54" nForce SoundOff Lightbar Dual Color	1	1,730.19	1,730.19
EMPS2STS2A	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Amber Grille Lights	1	100.20	100.20
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue Grille Lights	1	100.20	100.20
EMPS2STS4M	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber * Rear Lights *	4	117.60	470.40
EL3D08A0LA-24	Sound Off	Sound Off Signal UltraLITE™ 8 Module Exterior LED Lightbar, 10-30v, Universal L-Brackets & 50 ft cable - Amber	1	491.99	491.99
425-6010	Jotto	9 Inch Police Equipment Console - Short Stack	1	136.24	136.24
425-6077	Jotto	SW300/400 Faceplate	1	0.00	0.00
425-6095	Jotto	Arrow Stick Controller ETS WDA S01 Faceplate	1	0.00	0.00

	Subtotal
	Sales Tax (7.5%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

Quote

Date	Estimate #
6/21/2021	12159
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
425-6295		XTL5000 O5 (REMOTE, HEAD)/APX 7500 O5, HEAD/APX6500/4500 (REMOTE HEAD) Faceplate	1	0.00	0.00
SW300-B	Federal Signal	6-Switch Box with Bail bracket auxiliary Funictions	1	130.35	130.35
ETSWDAS01	Sound Off	Directional Arrow Switch (DAS) - 10-30v, compatible with APEX, Pinnacle (EPL9000	1	94.80	94.80
C-HDM-203	Havis	12" Heavy Duty Telescoping Pole, Short Handle	1	124.22	124.22
C-HDM-401	Havis	Heavy Duty Stability Side Support Arm, Mounts To OEM Frame Under Passenger Glove Box Door	1	47.78	47.78
C-HDM-185	Havis	Heavy Duty Vehicle Mount for 2017-2018 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2018 Ford Expedition & 2015-2018 Ford F-150	1	84.78	84.78
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	1	231.45	231.45
C-ADP-101	Havis	Universal Adapter Plate	1	34.02	34.02
2-1414939-2	Tyco	Super Relay - Automotive 12V - 120A	1	43.31	43.31
7170-0683-00	Gamber John...	Panasonic Toughbook 33 Laptop Docking Station NO RF with LIND Auto Power Adapter	1	1,336.80	1,336.80
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	1	345.51	345.51
LB3692-003	Brother	Power cable red/black Brother Car Adapter 14ft.	1	21.69	21.69
14332	Gamber John...	USB Cable for Brother PocketJet Printers	1	10.50	10.50
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	100.00	100.00

	Subtotal
	Sales Tax (7.5%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
6/21/2021	12159
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
DVM800 5 year warranty	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*. Includes View Link	1	4,490.02	4,490.02
Labor NM	MHQ of New...	Installation Labor with customer supplied kennel insert	25	80.00	2,000.00T
GRAPHICS LEVEL 4	MHQ Graphics	Graphics price made from materials	1	619.98	619.98
Labor GR	MHQ Graphics	Graphics Installation	7	72.00	504.00T
Shipping		Shipping	1	75.00	75.00

Subtotal	$13,323.43
Sales Tax (7.5%)	$187.80
Total	$13,511.23

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	12156
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 12 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	12	2,718.05	32,616.60
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	12	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	12	411.41	4,936.92
ENFRMS3D	Soundoff Si...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	24	94.20	2,260.80
ENFRMS3E	Soundoff Si...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	24	94.20	2,260.80
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	24	178.80	4,291.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	12	177.10	2,125.20
ESB-U	Federal Signal	Universal ES100C speaker bracket.	12	22.00	264.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	12	461.40	5,536.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	12	402.00	4,824.00

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	12156
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	12	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	12	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	12	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	12	53.25	639.00
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	12	41.25	495.00
AC-PENPRTR-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	12	318.00	3,816.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	12	378.00	4,536.00
GK11211B1USSCA...	Setina	Dual T-Rail Mount 1 1082E Blac-Rac, 1 Universal XL	12	1,015.20	12,182.40
35-20045	Westin	2020 Ford Utility Front Defender Partition	12	941.29	11,295.48
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	12	465.00	5,580.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	12	210.00	2,520.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	12	111.00	1,332.00
PDU-18.5-42-18-001	OPS	Aluminum Pursuit 2-Tier Drawer Unit c/w PDU-12.5-42-18-001 and PDU-6-42-18-001	12	1,130.50	13,566.00
PDU-FIU-8-BR2020	OPS	8" High Mounting Bracket for 2020 Ford Interceptor pursuit box	12	161.50	1,938.00
ENFTCDGS1206	Soundoff Si...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	12	642.60	7,711.20
EMPS2STS2B	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	12	100.20	1,202.40

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	12156
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	12	100.20	1,202.40
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	12	24.00	288.00
EMPS2STS5RBW	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	24	130.20	3,124.80
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	24	15.00	360.00
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	12	54.60	655.20
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	12	608.00	7,296.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	12	2,495.00	29,940.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	12	4,490.00	53,880.00
4910LR-152-LTRK	L-Tron	Imaging Scanner	12	432.08	5,184.96
Shipping		Shipping	12	175.00	2,100.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	12	440.00	5,280.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	48	72.00	3,456.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	12	999.00	11,988.00

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	12156
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	12	999.00	11,988.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	12	50.00	600.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	432	80.00	34,560.00T

Subtotal	$297,833.16
Sales Tax (7.875%)	$2,993.76
Total	$300,826.92

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	11652
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
Build	Build	Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 2 Ford Expedition K9 Units W/O Inserts State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS155	SoundOff Si...	*** mPower Package Kit Includes Controller *** 55" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	2	2,948.50	5,897.00
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	2	0.00	0.00
BK0983EPD18	Setina	PB450L6 2018+ Ford Expedition 4 light channel with side lights Soundoff Red/White & Blue/White mPower Lights	2	992.15	1,984.30
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
PMP2BKUMB2-D	SoundOff Si...	Under Mirror Mount Bracket Kit (each) for installation on Ford F-150 2015 - 2020 for use with mpower® 3" and 4" Stud or Quick Mount - Driver Side only MSRP $25.00 State Contract 40% = $15.00	2	15.00	30.00
PMP2BKUMB2-P	SoundOff Si...	Under Mirror Mount Bracket Kit (each) for installation on Ford F-150 2015 - 2020, for use with mpower® 3" and 4" Stud or Quick Mount - Passenger side Only MSRP $25.00 State Contract 40% = $15.00	2	15.00	30.00

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	11652
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Under Mirror Lights *** MSRP $217.00 State Contract 40% off = $130.20	4	130.20	520.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	177.10	354.20
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-WBOS-16	Troy	Universal SUV/truck 16" Wide-body open-storage console; 8" slope 8" level MSRP $680.00 State Contract 25% off = $510.00	2	510.00	1,020.00
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	53.25	106.50
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	41.25	82.50
AC-PENPRTR-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	318.00	636.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	378.005	756.01
GK0068E	Setina	Single T-Rail Mount 1080E Blac-Rac	2	463.20	926.40

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	11652
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
GK10271UHKSSC...	Setina	Single T-Rail Mount Universal XL Handcuff Override. For Sedans or mid size SUV Vehicles.	2	263.20	526.40
FE-0000-18	OPS / EZ St...	MOUNTING PLATFORM FOR 2018 FORD EXPEDITION - STANDARD BODY (2018+ MODEL)	2	616.79	1,233.58
OP-CTU-26-47-28-0...	OPS	FORD EXPEDITION UNIT 26"H X 47"W X 28"D WITH STACKED DRAWER CONFIGURATION C/W TOP DRAWER 6.5": - 200LBS DRAWER SLIDES - KEY LOCK CYLINDER - 2 SIDE-TO-SIDE DIVIDERS - RUBBER MATTING BOTTOM DRAWER 16.5": - 2X 200LBS DRAWER SLIDES - 2 SIDE-TO-SIDE DIVIDERS RUBBER MATTING CABINET: - 1.5" CARGO RAIL AROUND SIDES AND BACK - MOUNTING BRACKETS INCLUDED - ALUMINUM CONSTRUCTION 40101007-OPTION B 2 $0.00 /EA $0.00 OPTION B: POWDERCOAT BLACK TOP PANEL & DRAWER FACES	2	3,395.74	6,791.48
AC-EXP18-HATCH	Troy	2018-21 Expedition hatch window screen; Square-hole punched	2	138.00	276.00
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights Rear Red/Amber/White & Blue/Amber/White	2	1,087.20	2,174.40
EMPS2STS2B	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	11652
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETHFSS-SP-ISO	Sound Off S...	SS HL Flasher Select-A-Pattern Isolation	2	50.40	100.80
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	2	54.60	109.20
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs	2	840.00	1,680.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	2	2,495.00	4,990.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	4,490.005	8,980.01
4910LR-152-LTRK	L-Tron	Imaging Scanner	2	432.08	864.16
Shipping		Shipping	2	500.00	1,000.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	440.00	880.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
6/21/2021	11652
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
AngArm-00043	Angel Armor	Ballistic Shield 15 + F-150 Crew Cab, Expedition Passenger, NIJ 0108.01 Level IIIA.	2	999.00	1,998.00
AngArm-00044	Angel Armor	Ballistic Shield 15 + F-150 Crew Cab, Expedition Driver, NIJ 0108.01 Level IIIA.	2	999.00	1,998.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	2	125.00	250.00
Labor NM	MHQ of Ne...	Installation Labor (76 Hours per unit)	152	80.00	12,160.00T

Subtotal	$61,643.34
Sales Tax (7.875%)	$1,002.96
Total	$62,646.30

MOTOROLA SOLUTIONS

QUOTE-1507848
14 APX6500/14 APX4500 VHF/ 1 APX4500

Billing Address:
SANTA FE, CITY OF
200 LINCOLN AVE
SANTA FE, NM 87504
US

Quote Date:07/13/2021
Expiration Date:10/11/2021
Quote Created By:
Manny Barreras
manny.barreras@motorolasolutions.com

End Customer:
SANTA FE, CITY OF
Ryan Campion
racampion@santafenm.gov
+1.505.827.3931

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	14	$2,957.00	$971.08	$1,985.92	$27,802.88
1a	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	14	$0.00	$0.00	$0.00	$0.00
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	14	$1,200.00	$394.08	$805.92	$11,282.88
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	14	$297.00	$97.53	$199.47	$2,792.58
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	14	$176.00	$0.00	$176.00	$2,464.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	14	$60.00	$19.70	$40.30	$564.20
1f	G89AC	ADD: NO RF ANTENNA NEEDED	14	$0.00	$0.00	$0.00	$0.00
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	$0.00	$0.00	$0.00	$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	14	$515.00	$169.13	$345.87	$4,842.18
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	14	$572.00	$187.84	$384.16	$5,378.24

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	14	$72.00	$23.64	$48.36	$677.04
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	14	$0.00	$0.00	$0.00	$0.00
1l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	14	$300.00	$98.52	$201.48	$2,820.72
1m	GA00580AA	ADD: TDMA OPERATION	14	$450.00	$147.78	$302.22	$4,231.08
1n	GA01767AG	ADD: RADIO AUTHENTICATION	14	$100.00	$32.84	$67.16	$940.24
	APX™ 4500 Enhanced						
2	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	14	$1,851.00	$607.87	$1,243.13	$17,403.82
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	14	$145.00	$0.00	$145.00	$2,030.00
2b	GA00804AA	ADD: APX O2 CH (GREY)	14	$492.00	$161.57	$330.43	$4,626.02
2c	G296AD	ADD:1/4 WAVE WHIP ROOF TOP 136-144	14	$13.50	$4.43	$9.07	$126.98
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	$0.00	$0.00	$0.00	$0.00
2e	G66BF	ADD: DASH MOUNT O2 APXM	14	$125.00	$41.05	$83.95	$1,175.30
2f	W22BA	ADD: STD PALM MICROPHONE APX	14	$72.00	$23.64	$48.36	$677.04
2g	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	14	$0.00	$0.00	$0.00	$0.00
2h	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	14	$650.00	$213.46	$436.54	$6,111.56
2i	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	14	$0.00	$0.00	$0.00	$0.00
2j	G142AD	ADD: NO SPEAKER APX	14	$0.00	$0.00	$0.00	$0.00
3	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	15	$40.75	$10.76	$29.99	$449.85
	APX™ 4500 Enhanced						

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-1507848
14 APX6500/14 APX4500 VHF/ 1 APX4500

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
4	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	$1,851.00	$607.87	$1,243.13	$1,243.13
4a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	$145.00	$0.00	$145.00	$145.00
4b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	$0.00	$0.00
4c	G66BF	ADD: DASH MOUNT O2 APXM	1	$125.00	$41.05	$83.95	$83.95
4d	GA00580AA	ADD: TDMA OPERATION	1	$450.00	$147.78	$302.22	$302.22
4e	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	$1,570.00	$515.59	$1,054.41	$1,054.41
4f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	$60.00	$19.70	$40.30	$40.30
4g	GA00804AA	ADD: APX O2 CH (GREY)	1	$492.00	$161.57	$330.43	$330.43
4h	G89AC	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	$0.00	$0.00
4i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00	$0.00
4j	GA01767AG	ADD: RADIO AUTHENTICATION	1	$100.00	$32.84	$67.16	$67.16
4k	W22BA	ADD: STD PALM MICROPHONE APX	1	$72.00	$23.64	$48.36	$48.36
4l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.00	$0.00

Subtotal $146,141.25

Total Discount Amount $46,429.68

Grand Total $99,711.57(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Jackson Creek Manufacturing Inc.

P.O. Box 37
318 Klopman Mill Rd.
Denton, NC 27239-7795

Quote

Date	Quote #
6/21/2021	13667

Name / Address	Ship To
City of Santa Fe Animal Control 2515 Camina Entrada Santa Fe, NM 87508	MHQ of New Mexico 5601 Balloon Fiesta Parkway Albuquerque, New Mexico 87113 PH# 505-821-0667

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards****	1	11,400.00	11,400.00T
SafetyDoor	Safety Door (entire unit)	1	1,060.00	1,060.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	700.00	700.00T
Misc. Custom Sales	Repeat Customer Discount	1	-658.00	-658.00T
Shipping	Shipping Charges to either a business with a forklift or a close terminal	1	2,600.00	2,600.00T
	Quote is Valid for 30 (Thirty) Days* ***Delivery 120 - 150 (One Hundred Twenty- One Hundred Fifty) Days ARO**** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com ******Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer******* ******All Truck Body Installations Meet FMVSS 111 Requirements*******			
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $15,102.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
REVISED
Statewide Price Agreement

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested

Price Agreement Number: **00-00000-20-00121**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Amber Sanchez** AMS

Telephone No.: **505-827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Pursuit**

Term: **November 13, 2020 thru November 12, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/9/2020

Mark Hayden, New Mexico State Purchasing Agent

x This price agreement was signed on behalf of the State Purchasing Agent.

NM

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 4: (AC) Chalmers Ford
Utility Vehicle, Mid-Size, Four Door, All-Wheel Drive, Police Pursuit Rated

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and fifty (350) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and ten (110) inches.

Make Offered..... **FORD**

Model Offered..... **EXPLORER POLICE INTERCEPTOR**

Engine Offered..... **3.0L ECOBOOST 4V V6**

HP / Torque..... **400** / **415**

Base Price per Unit..... **$ 36,139.00**

Bid as Options:

A)	All / Four Wheel Drive Delete	Deduct:	N/A
B)	Dark Car Feature Delete	Deduct:	$20.00
C)	Dual Battery	Add:	N/A
D)	Engine, Other: 3.3L Hybrid	Add/Deduct:	$485.00
	Engine, Other: 3.3 FFV V6	Add:	$2,520.00
E)	Floor Covering, Carpet with Mats, Front Only	Add:	$325.00
F)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$425.00
G)	Floor Covering, Rubber Mat Front and Rear	Add:	$225.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	STD
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Deduct:	STD
J)	Front License Plate Bracket, Delete	Add:	$0.00
K)	Interior Upgrade Package	Add:	$1,000.00
L)	Hybrid	Add:	$485.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$990.00
Q)	Power Adjustable Pedals	Deduct:	N/A
R)	Rear Door Interior Handles Rendered Inoperable Delete	Add:	$20.00
S)	Remote Keyless Entry and Starting (If Available)	Add:	$455.00
T)	Skid Plates	Deduct:	$450.00
U)	Special Service Package Delete	Deduct:	$3,200.00
V)	Spot Light, Delete	Add:	$250.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes	Add:	N/A

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 4 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes	Add:	$410.00
Z)	Tires, Other:	Add:	$1,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$199.00
AC)	Engine Block Heater	Add:	$120.00
AD)	Prewiring for Grill/ LED lights #GOA	Add:	$75.00
AE)	Front Interior Windshield Warning Lights	Add:	$1,345.00
AF)	Side Marker LED lights	Add:	$390.00
AG)	Passenger-side LED Spotlight	Add:	$595.00
AH)	Deflector Plate #76D	Add:	$435.00
AI)	Hidden Door Lock Plunger w/ rear In-op. #52P	Add:	$195.00
AJ)	Rear Door Handles In-op./Locks In-op. #68G	Add:	$115.00
AK)	Remote Keyless Entry FOBS - Factory	Add:	$425.00
AL)	1st and 2nd Row Carpeting #16C	Add:	$325.00
AM)	2nd Row cloth seats #88F	Add:	$160.00
AN)	Rear Console Plate	Add:	$65.00
AO)	Ballistic Door Panels - Front Level Ill - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level Ill - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Pre-Collision Assist	Add:	$185.00
AU)	Perimeter Anti-Theft Alarm	Add:	$190.00
AV)	Police Engine Idle Feature - #47A	Add:	$290.00
AW)	Reverse Sensing #768	Add:	$395.00
AX)	Noise Suppression Kit #68F	Add:	$245.00
AY)	Noise Suppression Bonds (Ground Straps)	Add:	$125.00
AZ)	Amber Safety Lighting Package	Add:	$2,900.00
BA)	Unmarked Build	Add:	$12,900.00
BB)	Mileage charge for Delivery PER MILE	Add:	$2.00
BC)	Extra Keys - without FOB	Add:	$80.00
BD)	Extra Keys - with FOB	Add:	$225.00
BE)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BF)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BG)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
BH)	2-Wheel Drive	Deduct:	$500.00
BI)	Wrap 4-doors WHITE	Add:	$1,327.00
BJ)	Wrap 2-doors WHITE	Add:	$995.00
BK)	Police Perimeter Alert - Auto-locking/Windows Rollup	Add:	$750.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 4 (AC) Options Continued:

BL)	Rear Camera - on demand	Add:	$290.00
BM)	Drivers Side L.E.D. - Whelan Brand Upgrade	Add:	$150.00
BN)	Rear - Air Delete (Credit)	Deduct:	$300.00
BO)	Wheel Locks	Add:	$125.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 5: (AC) Chalmers Ford
Utility Vehicle, Full-Size, Four Door, Two Wheel Drive Police Pursuit Rated / SSV

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and fifteen (115) inches.

Make Offered..... **FORD**

Model Offered..... **EXPEDITION SPECIAL SERVICE VEHICLE (SSV) 2WD**

Engine Offered..... **3.5L ECOBOOST**

HP / Torque..... **375** / **470**

Base Price per Unit..... **$ 33,353.00**

Bid as Options:

A)	All / Four Wheel Drive	Add:	$3,980.00
B)	Dark Car Feature Delete	Deduct:	N/A
C)	Dual Battery	Add:	N/A
D)	Engine, Other:	Add/Deduct:	N/A
E)	Floor Covering, Carpet with Mats, Front Only - XLT OPTION	Add:	$3,800.00
F)	Floor Covering, Carpet with Mats, Front and Rear - XLT OPTION	Add:	$3,800.00
G)	Floor Covering, Rubber Mat Front and Rear - XLT OPTION	Add:	$3,800.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
J)	Front License Plate Bracket, Delete	Deduct:	$0.00
K)	Hybrid	Add:	N/A
L)	Interior Upgrade Package - XLT OPTION	Add:	$3,800.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$1,040.00
Q)	Power Adjustable Pedals	Add:	$18,000.00
R)	Rear Door Interior Handles Rendered Inoperable Delete	Deduct:	N/A
S)	Remote Keyless Entry and Starting (If Available) - Remote Start	Add:	$650.00
T)	Skid Plates - 4WD Only	Add:	$190.00
U)	Special Service Package Delete- REGULAR LENGTH	Add:	$3,000.00
	Special Service Package Delete -MAX EL LENGTH	Add:	$4,000.00
V)	Spot Light, Delete	Deduct:	$200.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes Included H/D Trailer Tow Package	Add:	$1,970.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 5 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes Brake STD on Package	Add:	$1,970.00
Z)	Tires, Other: Multiple Options	Add:	$2,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$350.00
AC)	MAX/EL Package	Add:	$3,300.00
AD)	Aluminum Wheels	Add:	$1,995.00
AE)	Black Accent Package	Add:	$1,995.00
AF)	Special Edition Package	Add:	$3,995.00
AG)	FX-4 Off-road Package (Requires 4x4)	Add:	$1,950.00
AH)	FX-4 Package w/ 360-Degree Camera - (Requires 4x4)	Add:	$2,435.00
AI)	Convenience Package	Add:	$2,470.00
AJ)	Enhanced Park Assist	Add:	$500.00
AK)	Navigation - Voice Activated	Add:	$940.00
AL)	LED Headlamps (subject to model availability)	Add:	$940.00
AM)	Power Vista Sunroof	Add:	$1,675.00
AN)	Engine Block Heater	Add:	$120.00
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Engine Block Heater	Add:	$120.00
AU)	Reverse Sensing	Add:	$240.00
AV)	Running Boards - Platform Style	Add:	$675.00
AW)	Running Boards - Tube Style/Nerf Bars	Add:	$675.00
AX)	Power Deployable Running Boards - Factory	Add:	$1,295.00
AY)	Power Deployable Running Boards - Local	Add:	$2,095.00
AZ)	Weather Tech Mats - Front and Second Row	Add:	$365.00
BA)	Amber Safety Lighting Package	Add:	$2,900.00
BB)	Graphics Package	Add:	$800.00
BC)	Unmarked Build	Add:	$12,900.00
BD)	Mileage charge for Delivery	Add:	$2.00/mile
BE)	Four Wheel Drive Option	Add:	$3,980.00
BF)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BG)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BH)	Third Row Seat Package	Add:	$1,005.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 8: (AC) Chalmers Ford
Truck, Three Quarter Ton, Crew Cab, Short Wheel Base, Four Wheel Drive

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and twenty-five (125) inches.

Make Offered..... **FORD**

Model Offered..... **F250**

Engine Offered..... **6.2L V8**

HP / Torque..... **385** / **430**

Base Price per Unit..... **$ 28,242.00**

Bid as Options:

A)	Bed Cover, Hard, Single Piece	Add:	$2,195.00
B)	Bed Cover, Hard, Tri-Fold	Add:	$1,250.00
C)	Bed, Delete	Deduct:	$100.00
D)	Bed Liner, Black, Drop-In	Add:	$495.00
E)	Bed Liner, Black, Spray-On	Add:	$595.00
F)	Bed, Long	Add:	$1,000.00
G)	Cab, Regular	Deduct:	$1,000.00
H)	Chrome Appearance Package	Add:	$1,200.00
I)	Dark Car Feature Delete	Deduct:	N/A
J)	Dual Battery	Add:	$295.00
K)	Engine, Other: 6.7L DIESEL	Add:	$11,950.00
	Engine, Other: 7.3L GAS	Add:	$2,945.00
L)	Floor Covering, Carpet with Mats, Front Only - STX w/Carpet	Add:	$2,225.00
M)	Floor Covering, Carpet with Mats, Front and Rear - STX w/Carpet	Add:	$2,225.00
N)	Floor Covering, Rubber Mat Front and Rear - MATS ONLY	Add:	$325.00
O)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
P)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
Q)	Gooseneck Hitch, 26,000 lbs. with 7-Way Plug and Brake Controller	Add:	$1,925.00
R)	Grill Guard	Add:	$1,750.00
S)	Heavy Duty Louvered Headache Rack	Add:	$625.00
T)	Heavy Duty Payload Package	Add:	$2,000.00
U)	Interior Upgrade Package - STX PKG. w/Carpet	Add:	$2,225.00
V)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User	Add:	$2,050.00
W)	Lockable Gas Cap and/or Door - PLUG STYLE	Add:	$50.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 8 (AC) Options Continued:

X)	Locking Rear Differential	Add:	$590.00
Y)	Mirrors, Trailer Tow, Power - POWER HEATED	Add:	$650.00
Z)	Off Road Package	Add:	$750.00
AA)	Police Wiring Harness	Add:	$940.00
AB)	Power Adjustable Pedals	Add:	$250.00
AC)	Power Outlet 110V	Add:	$310.00
AD)	Rear Sliding Window	Add:	$450.00
AE)	Rear Window Defroster	Add:	$200.00
AF)	Remote Keyless Entry and Starting (If Available)	Add:	$650.00
AG)	Running Boards	Add:	$850.00
AH)	Side Bed Cargo Box	Add:	$950.00
AI)	Skid Plates	Add:	$190.00
AJ)	Special Service Package, Delete	Deduct:	N/A
AK)	Spot Light -LED	Add:	$695.00
	Spot Light –HALOGEN	Add:	$495.00
AL)	Tires, Other: KEVLAR MUD & SNOW (same size as stock tires)	Add:	$2,250.00
AM)	Toolbox, Chest Type, Single Lid	Add:	$950.00
AN)	Toolbox, Cross Saddle, Dual Lid	Add:	$995.00
AO)	Toolbox, Cross Saddle, Single Lid	Add:	$950.00
AP)	Trailer Back-Up Assist - Max Trailer Tow w/PTBA	Add:	$2,985.00
AQ)	Trailer Brakes	Add:	$460.00
AR)	Trailer Tow Package, Less Trailer Brakes	Add:	$995.00
AS)	Two Wheel Drive In Lieu of Four	Deduct:	$2,000.00
AT)	Winch, Electric, 8,000 lbs. Capacity	Add:	$2,650.00
AU)	Window Tint, Darker than MFG Standard	Add:	$395.00
AV)	Cab, Extended	Add:	$650.00
AW)	GVWR UPGRADE - 10600 GVWR	Add:	$2,120.00
AX)	GVWR UPGRADE - 14000 GVWR	Add:	$4,535.00
AY)	Axle Ratio, optional ratio/e-locking	Add:	$590.00
AZ)	Wheel Locks	Add:	$95.00
BA)	Camper Package #471	Add:	$260.00
BB)	Clearance Lights - Roof	Add:	$190.00
BC)	Engine Block Heater	Add:	$120.00
BD)	Chrome Package #l 7C	Add:	$1,595.00
BE)	FX-4 Off-road Package	Add:	$510.00
BF)	Up fitter Switches (6)	Add:	$195.00
BG)	Skid Plates	Add:	$190.00
BH)	Snow Plow Prep Package	Add:	$350.00
BI)	Tow Command Factory Brake Controller	Add:	$370.00
BJ)	Power Slider	Add:	$495.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 8 (AC) Options Continued:

BK)	Tailgate Step	Add:	$475.00
BL)	Remote Start System - Factory	Add:	$350.00
BM)	Remote Start System - Local	Add:	$650.00
BN)	Bed Mat	Add:	$250.00
BO)	Splash Guards - Front	Add:	$160.00
BP)	Gooseneck Hitch Kit #15J	Add:	$550.00
BQ)	5th Wheel Hitch Kit #15L	Add:	$1,495.00
BR)	5th Wheel/ Gooseneck Hitch Prep Package	Add:	$750.00
BS)	CHMSL Camera - #873	Add:	$265.00
BT)	XLT Trim Package	Add:	$5,900.00
BU)	Outlet 110V/400W	Add:	$275.00
BV)	BLIS with Cross Traffic Alert (Requires XLT Package)	Add:	$685.00
BW)	Extended Running Boards with 17C-18D- FACTORY	Add:	$950.00
BX)	Panoramic Moon roof	Add:	$1,795.00
BY)	Defroster with Fixed Rear Window and Privacy Glass	Add:	$90.00
BZ)	Extended Running Boards #180	Add:	$540.00
CA)	LED Lighting Package - Headlamps, Taillights, Fog Lights	Add:	$1,380.00
CB)	STX Package	Add:	$2,025.00
CC)	Carpet Flooring with STX package	Add:	$200.00
CD)	Snow Plow Camper Package	Add:	$385.00
CE)	SYNC3	Add:	$590.00
CF)	Sirius Radio	Add:	$210.00
CG)	Vehicle Safe/ Console Vault #21X	Add:	$450.00
CH)	Ultimate Trailer Tow Package w/ PTBA	Add:	$1,925.00
CI)	Heavy Duty Payload Package #96G	Add:	$2,000.00
CJ)	Bed Step	Add:	$395.00
CK)	Navigation System	Add:	$685.00
CL)	Bed Cover, Hard, Single Piece	Add:	$2,120.00
CM)	Bed Cover, Hard, Diamond Back Cover	Add:	$3,325.00
CN)	Decked In Bed Unit	Add:	$1,950.00
CO)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug and Brake Controller	Add:	$1,925.00
CP)	Grill Guard If Available- No Front Sensors or Cameras	Add:	$1,550.00
CQ)	Heavy Duty Louvered Headache Rack	Add:	$690.00
CR)	Light Bar, Roof Width,15 Led Mounting Location TBD By User - Amber W/ Flood Capability	Add:	$2,150.00
CS)	Light Bar, Roof Width, Multifunction, Mounting Location TBD By User - Red, White, Blue Combo	Add:	$2,300.00
CT)	Bed Side Cargo Box Per Side	Add:	$950.00
CU)	Halogen Spot Light	Add:	$495.00
CV)	Toolbox, Chest Type, Single Lid RKI	Add:	$900.00
CW)	Toolbox, Chest Type, Single Lid Weather Guard	Add:	$950.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 8 (AC) Options Continued:

CX)	Toolbox, Cross Saddle, Dual Lid RKI	Add:	$840.00
CY)	Toolbox, Cross Saddle, Dual Lid Weather Guard	Add:	$980.00
CZ)	Toolbox, Cross Saddle, Single Lid RKI	Add:	$910.00
DA)	Toolbox, Cross Saddle, Single Lid Weather Guard	Add:	$1,070.00
DB)	Trailer Brake Controller	Add:	$460.00
DC)	Trailer Tow Package, Less Brake Controller Capacity	Add:	$995.00
DD)	Winch, Electric, 12,000 Lbs.	Add:	$2,640.00
DE)	Bed liner: Spray-on (black only)	Add:	$595.00
DF)	8' Utility body SRW	Add:	$6,925.00
DG)	9' Utility body SRW	Add:	$7,390.00
DH)	Headache rack for utility body	Add:	$975.00
DI)	Bed liner: Utility body, spray-on (black only)BODY	Add:	$850.00
DJ)	Led Compartment Lights Utility	Add:	$1,250.00
DK)	Mechanics Drawer Unit In Front Compartment	Add:	$2,985.00
DL)	Internal bar locking system for utility body	Add:	$1,150.00
DM)	Platform body: 8' for SRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,275.00
DN)	Platform body: 8' for DRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,455.00
DO)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	$675.00
DP)	Headboard for platform bodies 56",60",84"CA	Add:	$985.00
DQ)	Headboard for platform bodies 120 CA	Add:	$1,785.00
DR)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	$1,640.00
DS)	Re-install factory backup camera into utility or flatbed body	Add:	$300.00
DT)	Overhead material rack, 1700 lb.	Add:	$1,450.00
DU)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	$3,400.00
DV)	Bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	$4,270.00
DW)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	$450.00
DX)	Commercial work shell with shelving	Add:	$6,395.00
DY)	Snow Plow 7'6" (snow plow prep package required) Add $400.00 for F150	Add:	$8,680.00
DZ)	Snow Plow 8' (snow plow prep package required)	Add:	$8,850.00
EA)	8ft 1.5yd salt spreader for 3/4 ton +	Add:	$8,550.00
EB)	Perimeter Emergency Lighting, 2-front, 2-rear	Add:	$1,390.00
EC)	1300 Lb. Capacity 38" Platform Pickup Box Lift gate	Add:	$3,750.00
ED)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	$4,500.00
EE)	1500 Lb. Capacity	Add:	$5,900.00
EF)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	$4,350.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 8 (AC) Options Continued:

EG)	Relocate Backup Camera/Sensors To Lift Gate	Add:	$400.00
EH)	Bumper Notching Utility Body	Add:	$350.00
EI)	Mileage Charge for Delivery	Add:	2.00/mile
EJ)	Extra Key - with FOB	Add:	$295.00
EK)	Extra Key - without FOB	Add:	$155.00
EL)	5 year/ 75000 Powertrain Extended Warranty	Add:	$2,695.00
EM)	5 year/ 100,000 mile Extended Warranty	Add:	$3,985.00
EN)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
EO)	Headlight/Taillight Flashers	Add:	$950.00

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK HAYDEN
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

January 26, 2021

TO: **Don Chalmers Ford DBA MHQ of NM**
5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
jgranger@mhqnm.com

SUBJECT: **FINAL EXTENSION** of Statewide Price Agreement **Police Vehicle Equipment # 60-000-15-00032**

By mutual agreement between the New Mexico State Purchasing Agent and Don Chalmers Ford DBA MHQ of NM, we would like to extend this Price Agreement through **March 21, 2022** at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. Vendor must receive a signed amendment for the extension from State Purchasing for this extension to be in effect. You are required to submit a sales report, for the past 12 months, of all sales based on this Price Agreement. The report should contain total sales per contract, description of the sale and if possible to what agency or public body of government the sales were made. We are interested in the distinction between sales to state agencies and local public bodies (like cities and counties) to evaluate to whom our contracts are most beneficial.

In order to receive notification of the new solicitation for this Price Agreement in the future, please ensure that your company is registered as a Supplier in our electronic bidding system, eProNM. If registration has already been completed, please take the time to update all contact information as well as commodity codes.
https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfNewMexico

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to SPD's system using the link provided in the email you received with this request.

(Please check only **one**)

☒ I wish to extend

☐ I do not wish to extend

Company Name, Address (if different than above) and Phone: _____

Print Name: JOHN GRANGER email: JGRANGER@MHQWEST.com

Generic email address for procurement notifications (if applicable): _____

Signature of Authorized Representative: _____

Thank you for your continued business.
Respectfully,
Yuliastuti Wulandari
Procurement Officer

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **15 Vendors** **Telephone No.:**

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Three

Term: March 21, 2016 through March 22, 2018

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Title: **Police Vehicle Equipment**

This Price Agreement 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 March 22, 2017 to March 22, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/29/2017

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	$ 150.83			
			AD-Code 3 Service, LLC	$ 396.00			
			AE-Higher Power Solutions - Havis #67107	$ 250.00			
			AF-MHQ of New Mexico	$ 420.00			
			AH-Grants & Technology Veterans, LLC	$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-____-SL-LED	$ 388.80			
			AN-West Mesa Auto Craft	$ 433.76			
			AO-Wireless Advanced Communications	$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 663.13	$ 644.39	$ 626.54	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 396.00	$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC	$ 393.00	$ 399.00	$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 654.62	$ 637.53	$ 621.25	
			AO-Wireless Advanced Communications	$ 526.61	$ 511.73	$ 497.55	

3		Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 668.15	$ 644.39	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 381.70	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 393.00	$ 406.80	$ 749.40	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	$ 453.75	$ 453.75		
			AN-West Mesa Auto Craft	$ 637.53	$ 659.20	$ 637.53	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 511.73	
4		Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 650.05	$ 668.15	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 314.60	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 379.80	$ 406.80	$ 409.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 642.69	$ 659.20	$ 621.25	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 497.55	

5		Each	Sedans: Console with 10" slope and 8" mounting at level area, compatible with side-mounted computer mounts, fits exactly against OEM consoles. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, controller faceplate console mount, metal storage tray to be 4" with a 1.75" depth, dual external cup holders, 2" faceplate for three (3) – 12V outlets.	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, map light	$ 367.03	$ 525.87	$ 325.76	
			AD-Code 3 Service, LLC	$ 314.60	$ 261.80	$ 261.80	$304.70 Impala
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00	$ 657.00	$ 661.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CC-PI-L-18, Chevy,Troy #CC-CP-E-DM-18, Dodge, Troy #CC-BPD-15	$ 427.50	$ 390.00	$ 408.75	
			AN-West Mesa Auto Craft	$ 709.76	$ 854.58	$ 672.13	
			AO-Wireless Advanced Communications	$ 291.48	$ 417.61	$ 258.70	

6		Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets Complete utility console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 356.53	$ 384.64	$ 392.10	
			AD-Code 3 Service, LLC	$ 294.80	$ 369.00	$ 369.60	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00			
			AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	$ 427.50	$ 566.25		
			AN-West Mesa Auto Craft	$ 700.19	$ 725.82	$ 732.61	
			AO-Wireless Advanced Communications	$ 283.12	$ 305.46	$ 311.37	

7		Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) – 12V outlets Complete pick-up console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 516.58	$ 548.11	$ 530.81	
			AD-Code 3 Service, LLC	$ 369.60	$ 369.60	$ 258.50	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 487.50	$ 487.50	$ 487.50	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 877.20	$ 657.00	$1,061.40	N/A
			AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid			
			AN-West Mesa Auto Craft	$ 846.11	$ 859.08	$ 850.64	
			AO-Wireless Advanced Communications	$ 410.23	$ 435.26	$ 414.17	

8		Each	Modems:	Manufacturer:	Price		
			AA-Advanced Comm	Sierra Wireless	$ 999.00		
			AD-Code 3 Service, LLC	Option International	$ 509.00		
			AE-Higher Power Solutions	Omnivations	$ 750.00		
			AF-MHQ of New Mexico		N/A		
			AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	$ 573.00		
			AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%		
			AN-West Mesa Auto Craft		No Bid		
			AO-Wireless Advanced Communications		No Bid		
9		Each	Antenna for modems	Price			
			AA-Advanced Comm	$ 65.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 120.00			
			AF-MHQ of New Mexico	$ 425.00			
			AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	$ 179.00			
			AK-New Mexico Emergency products, LLC	No Bid			
			AN-West Mesa Auto Craft	No Bid			
			AO-Wireless Advanced Communications	No Bid			

10		Disc	Discount off parts catalog or list price for related accessories pertaining to computer stands, consoles and modems		Discount		
			AA-Advanced Comm		5%		
			AD-Code 3 Service, LLC		N/A		
			AE-Higher Power Solutions		20%		
			AF-MHQ of New Mexico		25%		
			AH-Grants & Technology Veterans, LLC :	Gamber Johnson metal mounting/console products & docks	35%		
				Gamber Johnson non-metal mounting accessories with electronics	5%		
				Cradlepoint modems solutions & modem accessories	7%		
				Cradlepoint modems warranties and software support solutions	5%		
				Sierra Wireless modems solutions & modem accessories	5%		
			AH-Grants & Technology Veterans, LLC :	Sierra Wireless modems warranties and software support solutions	2%		
				Cradlepoint & Sierra Wireless modem antenna solutions	5%		
				Havis metal mounting/console products (non-electronic)	5%		

		Havis mounting accessories and docks with electronics	15%	
	AK-New Mexico Emergency products, LLC	American Aluminum	30%	
		Angel Armor	10%	
		Copeland	5%	
		Go Rhino	25%	
		Havis	20%	
		Gamber Johnson	30%	
	AK-New Mexico Emergency products, LLC	Laguna MFG	10%	
		Littlelight	10%	
		OPS	10%	
		Pelican	10%	
		Premier	30%	
		Setina	20%	
		Streamlight	25%	
		Troy	25%	
		Truck Vault	10%	
		Warn Industries	10%	
		Weiser	30%	
	AN-West Mesa Auto Craft	Whelen Engineering	38%	
		Code 3	30%	
		Feniex	25%	
		Brooking Industries	20%	
		Able 2/Sho-Me	30%	
		Rigid Industries	15%	
		Jotto-except Kodiak	15%	
		Havis	18%	
		Premier Mounting Solutions	25%	
		Setina-except PB450 & PB550	20%	
		Go Rhino	25%	
		Pro-Gard Products	15%	

		Truck Vault	10%	
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%	
	AO-Wireless Advanced Communications	American Aluminum	5%	
		Applied Concepts	5%	
		Blue Sea	30%	
		Coban	5%	
	AO-Wireless Advanced Communications	Code 3	5%	
		Copeland	5%	
		Custom Cages	5%	
		D&R	20%	
		Digital Ally	5%	
		Federal Signal	35%	
		Firecom	20%	
		Gamber-Johnson	25%	
		Go Rhino	15%	
		GoLight	15%	
		Havis	25%	
		Jotto Desk	20%	
		Kodiak	20%	
		Kussmaul	15%	
		Kustom Signal	10%	
		Laguna	15%	
		L-Tron	10%	
		Lund	20%	
		Maxxima	20%	
		NM 12 Volt	5%	
		Panorama Antennas	15%	
		Patriot	20%	
		Pro-Gard	20%	
		Radiotronics	10%	
		Ranch Hand	20%	
		Rearview Safety	5%	
		Safety Vision	9%	

				Santa Cruz	20%		
				Setina	20%		
				SoundOff	40%		
				Stalker	5%		
				Streamlight	30%		
				Synnex	5%		
				Tomar	5%		
				Troy	25%		
				Truck Vault	10%		
				Unity	40%		
				VLCM	5%		
				Watchguard	10%		
				Weiser Solutions	25%		
				Westin	25%		
				Whelen	20%		
11		Hourly	Labor/repair & installation cost per hour	Price			
			AA-Advanced Comm	$ 95.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 70.00			
			AF-MHQ of New Mexico	$ 80.00			
			AH-Grants & Technology Veterans, LLC	$ 65.00			
			AK-New Mexico Emergency products, LLC	$ 65.00			
			AN-West Mesa Auto Craft	$ 50.00			
			AO-Wireless Advanced Communications	$ 85.00			

Specifications for Visual and Audio Warning Systems, Parts, Supplies and Labor:

All items bid in this category shall conform to the Society of Automotive Engineers (SAE) or California Code Certifications, Title 13.

When an item is identified by manufacturer's name, trade name, catalog number or reference, it is the responsibility of the bidder to document brand name equals in the space provided for each item or to make changes on manufacturer's numbers on each item if the numbers have been changed.

These specifications are for vehicle-mounted roof lights, vehicle-mounted rear deck lights, LED light systems, directional light controls, sirens, and speakers. The systems must be suitable for mounting in or on high speed emergency vehicles operated by New Mexico Department of Public Safety and other New Mexico law enforcement and public safety agencies.

Acceptable Equipment:
Only **complete** equipment, consisting of the lighting system, lenses, covers, mounting brackets, and power and/or control cable will be accepted. All items offered shall be standard production models of the manufacturer and except for configuration, may not be built especially for this bid request. Repair parts must be readily available to New Mexico Department of Public Safety or user agency/entity without unreasonable delay. No additional charges will be accepted. All prices bid per unit **shall** include all delivery charges to the purchaser's place of business within the State of New Mexico. The successful bidder shall be authorized by the manufacturer and required to: offer warranty repair service when requested by the end user; stock repair parts and finished products locally in the State of New Mexico.

Specifications for Light-Emitting Diode (LED) Light Bar and LED lights:
This specification describes the minimum requirements for visual warning system for emergency vehicles. The light bar shall utilize reflector LED-based technology and reliable onboard circuitry manufacturing design. The light bar must be capable of removal without disassembly of the interior components for ease of service or repair. The light bar must be compatible with current Department of Public Safety equipment.

Light Bar:
LED heads shall consist of reflector modules utilizing most current technology. Each module shall be offset, use a compound curve and polished-reflector design and shall contain at least twelve (12) diodes, projecting downward into the reflector assemblies. Modules shall be available in red, white, blue and amber LEDs, chosen by user agency. Each light bar shall contain at least twenty-two (22) reflector modules, with a total of three hundred and twenty-four (324) most current lamp diodes. Microprocessor controls shall be utilized to provide a total of twenty-eight (28) user-selectable flash patterns, including an intersection mode and a low-power "dim" mode. The light bar must contain three (3) prioritized modes of operation with mode 3 the highest priority. Mode 3 will override mode 2 and mode 2 will override mode 1. Each of the three modes will provide preset flash patterns that can be activated for various stages of the emergency vehicle's warning light levels of operation. Modules shall be field-replaceable and shall meet SAE J595 light output, SAE 1113/41 RFI, and SAE J845 standards. No exceptions will be allowed.

Alley Lights:
Alley lights shall be integrated into the light bar. Each module shall contain at least twelve (12) diodes on the driver and passenger side. No exceptions will be allowed

Flood Lights:
Flood lights shall be 360 degrees visibility and integrated in the light bar. Each module shall contain at least six (6) diodes and be white LED. No exceptions will be allowed.

Construction:
The Light Bar shall be a single piece, polycarbonate, based on a minimum 1/8" thick extrusion that shall provide strength without excessive weight. Housing shall be molded polycarbonate for durability. Colors (clear, red, blue or amber) shall be specified by user agency. The dome shall be secured with barrel nuts and shall use "O" rings for a water proof seal.

Mounts:

A pair of stainless steel installation brackets, vehicle specific, shall be included. The mounting brackets must allow for height and pitch adjustment. Mounting legs must be adjustable for distance to allow for differing roof lines. No exceptions will be allowed.

Dimensions:
The Light Bar must be no more than 2" in height, no less than 10" in width, and 44" in overall length. 51" overall length light bar for trucks and large SUVs with the same height and width.

Warranty:
The warranty period shall be five years parts replacement, one year labor.

Specifications for siren/light control:
This specification describes the minimum requirements for a siren/switching/public address combination for emergency vehicles. The system shall be compatible with 12 Volt DC, negative ground vehicles, two-way radios, vehicle lighting and speakers. The system shall be compatible with current department of public safety equipment.

Construction:
The control should be a programmable siren/light controller with remote mount amplifier and have a programmable illuminated push button with three position slide switch with built-in traffic control and display capability. It should have a minimum of fourteen solid state relays and external fuses. It should be capable of using a Cat5 siren controller and light bar. It shall contain directional warning capability.

Sounds:
System shall have siren sounds and non-siren sounds. The siren sounds shall include manual, wail, and yelp. Manual shall consist of a tone that rises as the vehicle's horn button or the siren's manual button is pressed. Momentary application shall produce a brief burst. Wail and yelp shall provide tones that automatically rise between 500 Hz and 1650 Hz eleven times per minute. Frequencies below 500 Hz shall be eliminated to avoid speaker damage. Non-siren sounds shall include an air-horn type sound at 1000 Hz, a choice of two high/low alternating 600 Hz and 1350 Hz sounds, and a hetro sound. The system shall offer an alarm input for K9 or burglar alarm uses.

Siren Operation:
System shall stop siren when vehicle is shifted into park, but allow continued operation of public address and lighting circuits. System shall allow either a five-second override (change of tone for five seconds when horn button or manual switch is pressed), lock (tone is changed when horn button or manual switch is pressed and changed back upon pressing again), or sweep (siren cycles through three siren sounds every six seconds upon pressing horn button or manual switch, returned to normal operation upon pressing again).

Public Address:
The public address system shall provide inputs for radio and microphone audio. The included microphone can be dedicated for P.A. or can be common between radio and P.A. system. The output power shall be 50 Watts 400 Hz to 10K Hz with less than 10% harmonic distortion. Volume shall be established with three fixed settings via two externally accessible potentiometers.

Electrical:
Total switching system capacity shall be 205 Amperes. The system shall have a slide switch with the following functions: five sequenced circuits for warning light control having a total capacity of 60 Amperes; lever positions 1 & 2 shall turn on warning lights without siren, position 3 shall activate siren also; lever position 3 shall transfer horn ring for siren control (use of external relays is unacceptable; the slide switch shall be rated at 800,000 cycle life. Accessory switches shall provide the following functions from left to right: takedown control (30 Ampere capacity), brake and backup light cutoff (two separate circuits at 30 Ampere capacity each), right and left alley light control (30 Ampere each), auxiliary control (fourth, up position, 30 Ampere capacity), gun-lock (fourth, down position) release with optional plug-in 9-second timer. Siren and accessory selector switches shall have 50,000 cycle life rating; accessory switch relays

shall have a life rating of 500,000 cycles and be rated for 30 Amperes each. Indicator lights shall have a life rating of 100,000 flashing hours, while panel lights shall have a life rating of 16,000 hours.

Warranty:
Electronic components shall be warrantied for five years. Switches, panel lights, hardware, and non-electronic parts shall be warrantied for three years.

Specifications for rear deck warning light:
This specification describes the minimum requirements for a rear, low profile, deck warning light, capable of mounting in the rear deck of emergency vehicles. The system must be supplied with a universal mounting kit for mounting in department of public safety vehicles. The system shall be compatible with 12 Volt DC systems and current department of public safety equipment.

Construction:
The system housing shall be constructed of a durable material to withstand heavy duty activities. It must have a minimum of eight reflectors containing at least three LED Diodes. The system shall be capable of operation in temperatures from -30 degrees c to 65 degrees c and weight no more than 4.2 lbs. (shipping weight).

Electrical:
The system must draw no more than 4.68 Amperes and operate at 12.8 Volts DC. It must comply with FCC part 15, SAE 113/41 RFI, SAE J595, and SAE J2498.

Warranty:
Warranty period shall be five years parts, one year labor.

Specifications for LED Corner Inserts:
This specification describes the minimum requirements for a LED inserts consisting of at least nine LEDs per head designed for installation in existing light housings of emergency vehicles. The system must be capable of cloning other identical systems to the same configuration with a cloning cable while only one is powered to save installation time. The system shall offer a built in power supply, reverse polarity protection and the system must be water proof. Light head dimensions shall be no bigger than 1.5" in base by 1.0" in width. Equipment must be compatible with current department of public safety equipment.

Electrical:
System shall operate at full power from 12-30 Volts DC. It shall operate at reduced power from 7-12 Volts DC. The system shall require no more than 7 Amperes at 12 Volts DC and have standby current of no more than 6.5mA.

Warranty:
Product shall be warrantied for five years, except strobe tubes, which shall be warrantied for one year.

Item #	Approx. Quantity	Unit	Description		
1		Each	LED Light Bar	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 2,437.00
			AB - B & G Automotive	Whelen Liberty	$ 3,200.00
			AD-Code 3 Service, LLC	Feniex Cobra 49"	$ 960.21
				SoundOff Signal	$ 1,563.25
				Federal Signal	$ 2,177.50
			AE - Higher Power Solutions	Apollo 49" Feniex #L-4950	$ 2,280.00
				Cobra 49", Feniex #L-4910	$ 1,181.00
				Integrity 44", Federal Signal #INTG44S	$ 3,200.00
				Integrity 51", #INTG51S	$ 3,500.00
			AF - MHQ of New Mexico	Federal Signal	$ 1,450.00
				Federal Signal-Lighting pkg to include: 44" Integrity Dual Color, ES 100 Speaker w/Bracket and SSP 2000 Platinum Siren	$ 2,406.24
				SoundOff Signal Lighting pkg 1 to include: 48" ENForce Single Color LED Bar ENFLBS1248, ETSS100N Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 1,602.18
				SoundOff Signal Lighting pkg 2 to include: 48" ENForce Single color LED bar, ENFLBS1248CSR Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 2,128.47
				Code 3 Lighting pkg to include: 47" LED light bar #21TRPL47A8, 3100U Siren speaker, 3892L6 Siren controller	$ 1,823.75
				Whelen lighting pkg to include: 48" LED light bar #IX8BBRR, SA315P Siren speaker w/bracket, 295SSLSA6 Siren controller	$ 1,897.50

			AG - Federal Signal Corporation	Federal Signal INTG445-NMSP	$ 1,350.00
			AK - New Mexico Emergency products, LLC	SoundOff, N-Force 48", ENFLBS1248	$ 1,956.00
				Federal Signal, INTG44S-NMSP	$ 1,890.00
			AN - West Mesa Auto Craft	Whelen Engineering-44"	$ 1,589.00
				Whelen Engineering-51"	$ 1,769.00
			AO - Wireless Advanced Communications	Sound Off	$ 1,500.00
				Federal Signal	$ 1,500.00
2		Each	Siren light control	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 894.78
			AB - B & G Automotive	Federal Signal	$ 2,200.00
			AD - Code 3 Service, LLC	Feniex	$ 414.96
				SoundOff Signal	$ 669.95
				Federal Signal	$ 1,104.35
			AE - Higher Power Solutions	Feniex 4200 Controller	$ 638.40
				Federal Signal Touchmaster Delta	$ 736.00
				Federal Signal Platinum 3000	$ 1,699.00
			AF - MHQ of New Mexico	Federal Signal	$ 825.00
			AG - Federal Signal Corporation	Federal Signal SSP3000B	$ 747.56
				Federal Signal LED Corner inserts 416200-44	$ 112.20
			AK - New Mexico Emergency Products, LLC	SoundOff, ETSA481RSP	$ 498.74
				Federal Signal, SSP300B	$ 1,046.58
				Whelen 295SSC6 w/WPKM1	$ 498.74
			AN - West Mesa Auto Craft	Whelen Engineering-incl speaker & Bracket	$ 749.00
			AO - Wireless Advanced Communications	Sound Off - Blueprint	$ 851.00

3		Each	Rear deck warning light	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 506.00
			AB - B & G Automotive	Whelen	$ 2,100.00
			AD - Code 3 Service, LLC	Feniex Cobra	$ 518.96
				SoundOff Signal	$ 805.35
				Federal Signal	$ 1,130.35
			AE - Higher Power Solutions	Feniex #A1000	$ 894.72
				Feniex #I-9000	$ 638.72
				Federal Signal Spectralux ILS	$ 1,000.00
			AF - MHQ of New Mexico	Federal Signal	$ 765.60
			AG - Federal Signal Corporation	Federal Signal SLS8-A	$ 254.80
			AK - New Mexico Emergency products, LLC	SoundOff, N-Force ENFTCDGS1206	$ 408.96
				Federal Signal, SL8A-A	$ 356.72
				Whelen Dominator D8RB	$ 408.96
			AN - West Mesa Auto Craft	Whelen Engineering	$ 429.65
			AO - Wireless Advanced Communications	Sound Off	$ 460.00
4		Each	Siren and speaker	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 437.85
			AB - B & G Automotive	Federal Signal	$ 1,500.00
			AD - Code 3 Service, LLC	Feniex	$ 188.36
				SoundOff Signal	$ 231.40
				Federal Signal	$ 204.10
			AE - Higher Power Solutions	Feniex C-4014	$ 330.00
				Feniex C-4015	$ 488.00
			AF - MHQ of New Mexico	Federal Signal	$ 135.00
			AG - Federal Signal Corporation	Federal Signal ES100C	$ 117.65
			AK - New Mexico Emergency products, LLC	SoundOff, ETSS100N	$ 164.72
				Federal Signal, ES100C	$ 164.71
				Whelen SA315P	$ 167.72
			AN - West Mesa Auto Craft	Whelen Engineering	$ 145.00
			AO - Wireless Advanced Communications	Whelen-bracket & speaker	$ 190.00

5		Discount	Discount off parts catalog or list price for related law enforcement audio, visual warning systems	Manufacturer	Discount
			AA - Advanced Comm	Whelen	18%
				Code 3	18%
				Federal Signal	18%
				Sound Off Signal	18%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC	Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
			AE - Higher Power Solutions		20%
			AF - MHQ of New Mexico	Able2	30%
				Big Sky Racks	10%
				Code 3	40%
				Copeland Engineering	30%
				Digital Ally	0%
				Watch Guard	0%
				Kustom Signals	20%
				Brookings Ind.	30%
				Federal Signal	45%
				911 Circuits	20%
				B & B Enterprises	20%
				Rigid Industries	10%
				Feniex Industries	30%
				Go Light	10%
				Sound Off Signal	40%
				Streamlight	20%
				Elzetta	5%
				Pelican Products	10%
				Tomar	30%
				Whelen	35%
				Joto Desk	25%
				Havis	30%
				Gamber Johnson	20%
				Troy Products	25%
				Westin	20%
				Setina Products	20%
				Laguna Seats	10%
				Santa Cruz Gun Locks	20%

	AF - MHQ of New Mexico	Go Rhino	25%
		Kussmaul	10%
		Pro-gard	20%
		Rtruck Vaults	10%
		Ops	15%
		D & R Manufacturer	15%
		Angel Armor	5%
		All Other Manufacturers	10%
	AG - Federal Signal Corporation		45%
	AK - New Mexico Emergency products, LLC	SoundOff Signal	40%
		Federal Signal	30%
		AOE Electrical	10%
		Code 3	30%
		ECCO	25%
		Feniex	25%
		Nova	30%
		Tomar	20%
		Unity	25%
		Patrol Power	10%
		Whelen	30%
		PSE Amber	30%
	AN - West Mesa Auto Craft	Whelen Engineering	38%
		Code 3	30%
		Feniex	25%
		Brooking Industries	20%
		Able 2/Sho-Me	30%
		Rigid Industries	15%
		Jotto-except Kodiak	15%
		Havis	18%
		Premier Mounting Solutions	25%
		Setina-except PB450 & PB550	20%
		Go Rhino	25%
		Pro-Gard Products	15%
		Truck Vault	10%
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
	AO - Wireless Advanced Communications		35%

6		Hourly	Labor / repair & installation, Cost per hour	Price	
			AA - Advanced Comm	$ 95.00	
			AB - B & G Automotive	$ 88.00	
			AD - Code 3 Service, LLC	$ 85.00	
			AE - Higher Power Solutions	$ 65.00	
			AF - MHQ of New Mexico	$ 80.00	
			AG - Federal Signal Corporation	No Bid	
			AK - New Mexico Emergency products, LLC	$ 65.00	
			AN - West Mesa Auto Craft	$ 50.00	
			AO - Wireless Advanced Communications	$ 85.00	

Item #	Approx. Quantity	Unit	Description			
1		Each	In-Vehicle Camera (With wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive	Federal Signal	DTX-KIT-Law-1	$ 4,500.00
			AC - Coban Technologies, Inc.	Coban	_Edge SD_w/WiFi antenna	$ 5,129.75
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 4,500.00
			AF - MHQ of New Mexico	Coban	EdgeHD w/WiFi antenna	$ 5,444.75
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,465.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video - See Attachment 3	$ 4,819.00
			AJ - L3 Mobile-Vision, Inc	Variable	Variable	$ 4,695.00
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,995.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/WiFi antenna	$ 5,300.00

2		Each	In-Vehicle Camera (With-Out wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive			No Bid
			AC - Coban Technologies, Inc. - See Attachment 3	Coban	_Edge SD w/o WiFI antenna	$ 4,935.00
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 3,995.00
			AF - MHQ of New Mexico	Coban	Edge HD w/WiFi antenna	$ 5,250.00
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,312.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video	$ 4,569.00
			AJ - L3 Mobile-Vision, Inc			No Award
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,795.00
				Watch Guard Video	DV1=EOH	$ 4,825.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/o WiFi	$ 5,100.00
3		Discount	Discount off Parts and accessories, discount is for related cameras and equipment as described above	Additional Disc	Discount	
			AA - Advanced Comm		5%	
			AB - B & G Automotive		10%	
			AC - Coban Technologies, Inc.		5%	
			AD - Code 3 Service, LLC		10%	
			AE - Higher Power Solutions		0%	
			AF - MHQ of New Mexico		5%	
			AH - Grants & Technology Veterans, LLC:			
				% off Catalog List Price Related Equipment and Accessories	3%	
				% off Catalog List price for Warranties	5%	
				% off Catalog List price for Services	1%	

				% off Catalog List Price for Panasonic Body worn camera	10%	
				% off Catalog List Price for Panasonic Body worn camera accessories	5%	
			AI - Kustom Signals, Inc.		20%	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.		0%	
			AM - Watch Guard - MSRP		20%	
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		5%	
4		Hourly	Hourly Labor rate for Installation and Repairs	Additional Rates	Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		$ 88.00	
			AC - Coban Technologies, Inc. - NMSP-DPS has already been trained on installation so no additional costs for DPS/SP to perform Installations.		$ 445.00	
			AD - Code 3 Service, LLC		$ 85.00	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		$ 150.00	
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	Installation	$ 400.00	
				De-installation	$ 175.00	
				Factory repairs	$ 85.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.	Flat Rate Installation	$ 450.00	
				Repairs	$ 75.00	
			AM - Watch Guard		$ 105.00	
			AN - West Mesa Auto Craft		$ 65.00	
			AO - Wireless Advanced Communications		$ 85.00	

5		Discount	Software (% Off Catalog Price List)	Discount		
			AA - Advanced Comm	5%		
			AB - B & G Automotive	5%		
			AC - Coban Technologies, Inc.	5%		
			AD - Code 3 Service, LLC	10%		
			AE - Higher Power Solutions	0%		
			AF - MHQ of New Mexico	5%		
			AH - Grants & Technology Veterans, LLC - % off catelog list price for Panasonic Body worn camera licenses	5%		
			AI - Kustom Signals, Inc. EDV Lite Software License (Approx %)	80%		
			EDV HQ Software License (Approx %)	15%		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	0%		
			AM - Watch Guard MSRP	20%		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	5%		
6		Hourly	Support	Price		
			AA - Advanced Comm	$ 125.00		
			AB - B & G Automotive	$ 196.00		
			AC - Coban Technologies, Inc. -Only incurred for non-warranty support/repairs	$ 95.00		
			AD - Code 3 Service, LLC	$ 85.00		
			AE - Higher Power Solutions	$ 50.00		
			AF - MHQ of New Mexico	N/A		
			AH - Grants & Technology Veterans, LLC	N/A Sold Annually (See Item 3 Services Above)		
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	$ 85.00		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	Included		
			AM - Watch Guard	Included at N/C		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	$ 85.00		

7		Hourly	Maintenance of the in-car camera and equipment		Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - per unit/per year		$ 150.00	
			AD - Code 3 Service, LLC		No Bid	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc.	1-9 Units		
				Year 1	$ 787.50	
				Year 2	$ 1,541.25	
				Year 3	$ 1,687.50	
				Year 4	$ 1,912.50	
				10-19 Units		
				Year 1	$ 525.00	
				Year 2	$ 1,027.50	
				Year 3	$ 1,125.00	
				Year 4	$ 1,275.00	
				20 or More Units		
				Year 1	$ 350.00	
				Year 2	$ 685.00	
				Year 3	$ 750.00	
				Year 4	$ 850.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.		$ 75.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		$ 85.00	

8		Each	Additional warranty package	Years	Price	
			AA - Advanced Comm - off MSRP		5%	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - 3 year hardware warranty, 1 year maintenance and support and rear facing camera is included in purchase	Year 4	$ 400.00	
			AD - Code 3 Service, LLC	Year 5	$ 550.00	
			AE - Higher Power Solutions		$ 250.00	
			AF - MHQ of New Mexico	Year 4	N/C	
				Year 5	N/C	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc., each year of extended warranty is individual and not inclusive of previous years.	Year 2	$ 300.00	
				Year 3	$ 400.00	
				Year 4	$ 500.00	
				Year 5	$ 600.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.	Per System	$ 500.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications	4 year	$ 440.00	

Vehicle Wraps and Decals

This category describes services, materials and specifications for marking police vehicles which includes: 1) designing/creating new designs and modifying existing designs, 2) furnishing and installing decals and wraps on various vehicles as required, 3) miscellaneous repairs on previously decaled or wrapped vehicles as needed.

Design Services:
Includes all services regarding creation of new designs, setup, proofing and editing of existing designs at a set hourly rate.

Standard Specifications:
Decals applied to police vehicles shall be high performance, high quality materials with a minimum manufacturer's warranty. The product thickness, color, strength, reflectivity and adhesion must be able to withstand weather and usage common to law enforcement and municipal vehicles. The product should be able to remain intact with minimal damage under conditions normally withstood by the vehicles paint and surface preparation.

Item #	Approx. Quantity	Unit	Description		Price
1		Each	Roof vehicle wrap: 3m IJ 1800CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 680.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 240.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 300.00
2		Each	A & B pillars vehicle wrap: 3M IJ 180CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 60.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 156.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 125.00

3		Each	Badges, decals – Print, laminate and contour cut: 3M680CR – premium 7mil white reflective printable vinyl with 3M8518 2mil cast gloss over-laminate or equivalent product, must meet ASTM D 4956-11A, Type 1 and NFPA 1901. 2 per unit, 16.25" x 11.63"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 135.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 192.00
			AK - New Mexico Emergency products, LLC		$ 108.00
			AN - West Mesa Auto Craft		$ 70.00
4		sets	Stripes, machine cut: 3M680CR – premium 7mil white reflective vinyl or equivalent product, must meet ASTM D 4956-11A Type 1 and NFPA 1901. 2 sets per unit, 2.25" x 60"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 175.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 20.00
5		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 90.00
			AN - West Mesa Auto Craft		$ 45.00
6		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of more than 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 45.00

7		Hourly	Design services: Includes all services regarding design, setup, proofing and editing of existing designs		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 89.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
8		Hourly	Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 88.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
9		Each	License Plate: front, specialty team identification plate.		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 37.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 30.00
			AK - New Mexico Emergency products, LLC		$ 31.50
			AN - West Mesa Auto Craft		No Bid
10		Discount	Discount off for all other related services not included in the specification. Discount only applies to services relating to wraps and decals.		Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		5%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%

11		Discount	Discount off for all other related material not included in the specifications. Discount only applies to material relating to wraps and decals.	MFG	Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		0%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%
12		Discount	Discount off parts list price.	MFG	Discount
			AA-Advanced Comm		5%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC		10-35%
				Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
				Havis	20%
				Troy	20%
				Jotto	15%
				Whelen	35%
				GeTac	10%
				Pro-Gard	15%
				Setina	15%
				Plastix Plus	15%
			AE - Higher Power Solutions	Feniex	5%
			AF - MHQ of New Mexico		12%
			AK - New Mexico Emergency products, LLC	Kings of Wrap	10%
			AN - West Mesa Auto Craft		0%

Push Bar:

Heavy duty 4 gauge steel uprights
Minimum 2" wide rubber strips
Minimum 1 ½" lower tube for extra protection and added strength
Top channel options for 2 or 4 warning lights
4 gauge steel mounting brackets
Mounting bracket design minimizes bumper trimming
Black plated stainless hardware used on all visible fasteners
Uprights are pre-drilled for mounting pit bars or additional lights
Cross bar pre-drilled for mounting lights, siren or speaker

Item#	Approx. Quantity	Unit	Description					
1		Each	Push Bar	MFG	Ford	Chevrolet	Dodge	SUV/Truck
			AA-Advanced Comm		$274.74	$274.74	$274.74	$ 372.78
			AE - Higher Power Solutions	Setina PB-400L				
			AG - Federal Signal Corporation	PBX05 w/light channel	$195.00			
			AK - New Mexico Emergency products, LLC	No Bid				
			AN - West Mesa Auto Craft	Sedan 2 Lights	$281.37	$281.37	$281.37	$ 356.69
				Sedan 4 Lights	$291.37	$291.37	$291.37	$ 366.69
			AO - Wireless Advanced Communications	Westin	$290.00	$290.00	$290.00	$ 290.00

2		Discount	Disc off parts catalog or list price for related accessories pertaining to push bars	MFG	Disc
			AA-Advanced Comm		5%
			AE - Higher Power Solutions		20%
			AG - Federal Signal Corporation		40%
			AK - New Mexico Emergency products, LLC	Setina	20%
				Go Rhino	20%
				Federal Signal	25%
			AN - West Mesa Auto Craft	Whelen Engineering	38%
				Code 3	30%
				Feniex	25%
				Brooking Industries	20%
				Able 2/Sho-Me	30%
				Rigid Industries	15%
				Jotto-except Kodiak	15%
				Havis	18%
				Premier Mounting Solutions	25%
				Setina-except PB450 & PB550	20%
				Go Rhino	25%
				Pro-Gard Products	15%
				Truck Vault	10%
				Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
			AO-Wireless Advanced Communications	Westin	25%

3		Hourly	Labor/repair & installation cost per hour	Price	
			AA-Advanced Comm	$ 95.00	
			AE-Higher Power Solutions	$ 65.00	
			Federal Signal Corporation	No Bid	
			AK-New Mexico Emergency products, LLC	No Bid	
			AN-West Mesa Auto Craft	$ 50.00	
			AO-Wireless Advanced Communications	$ 85.00	

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
11 Awarded Vendors- See pages 6&7 for details

Email:
Telephone No.:

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00048**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See pages 6&7**

RL

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

Title: **Communications, Radio Equipment, Parts, Accessories and Related Services**

Term: **November 18, 2020 thru November 17, 2022**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Awarded Vendors:

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

(AH) 0000013468
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000
(505) 850-8194
manny.barreras@motorolasolutions.com

Delivery: FOB
Preference: Resident

(AI) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX 79922
(915) 584-6646
mercy@rtcinc.org
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644
Southwest Customs LLC
17 HWY 82
Alamogordo, NM 88310
Office: (575) 488-1340
Cell: (650) 283-4471
collier@swcustoms.net

Delivery: As requested; at the discretion or purchase/end user/ requisitioner

(AK) 0000046297
Specialty Corporation
PO Box 23277
Albuquerque, NM 87192
(505) 294-6100

Delivery: same day if in stock, if not 2-8 weeks

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

II. Implementation Services: Software Integration, Hardware Installation and Training

		Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
No.	Service	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
1	System Technician Technologist	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$175.00	No Bid	No Bid
2	Standard Shop Installation	0%	$95.00	0%	$95.00	No Bid	No Bid	0%	$125.00	No Bid	No Bid
3	Mobile Radio Installation	0%	$105.00	0%	$95.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid
4	Radio Programming	0%	$95.00	0%	$55.00	No Bid	No Bid	0%	$100.00	No Bid	No Bid
5	Training	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
6	Post-Warranty Maintenance	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
7	Support Services – Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
8	Support Services – Post Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
9	Project Management Services	0%	$125.00	0%	$175.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid

		Vendor (AB)		Vendor (AD)	
Additional Items by Vendors:		MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Design Engineering	0%	$250.00	0%	$250.00
11	Senior System Engineer	0%	$300.00	0%	$300.00
12	Consulting	0%	$200.00	0%	$200.00
13	Staging	0%	$500.00	0%	$200.00
14	Travel Per-diem	0%	$150.00	0%	$200.00
15	Travel Mileage	0%	$0.55	0%	$100.00

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AF)		Vendor (AG)				Vendor (AH)		Vendor (AI)		Vendor (AJ)		Vendor (AK)	
MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)			MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$1,805.00 Daily Rate	0%	$95.00	n/a	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$150.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$180.00-$500.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$55.00-$125.00 per hour	0%	$95.00	100% w/purchase	$75.00	0%	$30.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00
No Bid	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00

Vendor (AF)			
	Additional Items by Vendors:	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Extended Warranty Options (as per speivications instructinos)	30%	**See Appendix ___**

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

Vendor	Links
Vendor (AA)	See Appendix _
Vendor (AB)	www.code3services.com/catalogs.html Sales@code3services.com
Vendor (AC)	mike.wieke@emwaveinc.com www.emwaveinc.com www.nearson.com sales@emwaveinc.com
Vendor (AD)	
jeffg@ets.us.com Vendor (AE)	No Bid
Vendor (AF)	http://www.icomamerica.com/clientproposal
Vendor (AG)	https://premier.pspc.harris.com/infocenter/ https://www.harris.com/solution/pspc-technical-training
(AH)	http://www.motorolasolutions.com/en_xu/product-catalog-search.html
Vendor (AI)	URL Links not available. Price Catalogs are available upon request.
Vendor (AJ)	https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?dl=0
Vendor (AK)	No Bid

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AD)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
2.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas	10%
3.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless Software and Services	0%
4.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
5.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint Software and Services	0%
6.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories	5%
7.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Software and Services	0%
8.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers	10%
9.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers	10%
10.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Warranties, Software and Services	0%
11.	Nextivity	Wireless Mobility Systems	N/A	Current Catalog	Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories	5%
12.	L-TRON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Accessory	10%
13.	Leonardo/ELSAG	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Hardware and Accessories	10%
14.	Other	Wireless Mobility Systems	N/A	Others not listed	Other LMR Radio/LTE Accessories.	5%
15.	Brother	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Printer, Mounts and Accessories	5%
16.	Gamber Johnson	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	30%
17.	Havis	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	20%
18.	Airgain	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
19.	Panorama	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
20.	Weboost	Wireless Mobility Systems	N/A	Current Catalog	Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories	5%
21.	Startech.com	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	15%
22.	Belkin	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	20%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AD)

23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
26.						
27.						
28.						
29.						
30.						

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Enchanted Technology Solutions

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6615 Sujeto Rd NW

Requester's name and address (optional)

6 City, state, and ZIP code
Albuquerque, NM 87120

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 4 4 3 3 9 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	Product Code (APC)	Item	Short Description	MSRP %
1	Motorola	HW_MAINTENANCE	3	Field Services	SITE MAINTENANCE	0.00%
2	Motorola	HW_MAINTENANCE	6	Infrastructure Tech Support	ASTRO Dispatch	0.00%
3	Motorola	XTS_XTL_OTHER	15	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	20.00%
4	Motorola	ASTRO_SYSTEMS_CONSOLES	28	DATA SYSTEM DISC	DATA CARROT APC	10.00%
5	Motorola	ASTRO_SYSTEMS_CONSOLES	29	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	10.00%
6	Motorola	ASTRO_SUA	42	Astro SW Maint	Astro SUA Upgrade Operations	0.00%
7	Motorola	ASTRO_SUA	43	Astro SW Maint	ASTRO SUA Field Services	0.00%
8	Motorola	ASTRO_SYSTEMS_DROPSHIP	76	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0.00%
9	Motorola	EMERGING_SOLUTIONS	85	PD_AandC PRODUCTS	SCADA	10.00%
10	Motorola	ASTRO_SI	100	SI SITE DESIGN	HSD	0.00%
11	Motorola	ASTRO_SI	101	SI PASSTHROUGH_ET&S	350W VHF GTR	0.00%
12	Motorola	ASTRO_SYSTEMS_INFRA	104	PREPAID FREIGHT	PREPAID FREIGHT	0.00%
13	Motorola	APX_PORTABLE	108	APX7000	APX7000L	27.00%
14	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
15	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
16	Motorola	A&E_OTHER_ACCY	115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	10.00%
17	Motorola	ASTRO_SYSTEMS_INFRA	117	FSA SW	FSA SW	10.00%
18	Motorola	ASTRO_SI	127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0.00%
19	Motorola	ASTRO_SI	128	SI INSOURCING	SI INSOURCING	0.00%
20	Motorola	A&E_OTHER_ACCY	129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	27.00%
21	Motorola	ASTRO_SYSTEMS_DROPSHIP	131	MW Backhaul & Channel Banks & Freq Std	Microwave	10.00%
22	Motorola	ASTRO_SYSTEMS_DROPSHIP	135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0.00%
23	Motorola	ASTRO_SYSTEMS_INFRA	137	Encryption Products Astro	KMF	5.00%
24	Motorola	APX_PORTABLE	142	AMP Single Band	AMP Single Band	20.00%
25	Motorola	ASTRO_SYSTEMS_INFRA	147	IP Transport HW	IP TRANSPORT HW	10.00%
26	Motorola	ASTRO_SYSTEMS_DROPSHIP	152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	5.00%
27	Motorola	EMERGING_SOLUTIONS	160	PD_IRRIGATION	Emerging Solutions DS	10.00%
28	Motorola	ASTRO_SYSTEMS_DROPSHIP	183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10.00%
29	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
30	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
31	Motorola	A&E_OTHER_ACCY	187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	27.00%
32	Motorola	A&E_OTHER_ACCY	189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	19.00%
33	Motorola	ASTRO_SYSTEMS_INFRA	200	D - Infrastructure	DELIVERY	0.00%
34	Motorola	XTS_XTL_OTHER	201	KVL	KVL II	10.00%
35	Motorola	ASTRO_SYSTEMS_CONSOLES	202	CONTROL CENTERS	MCD 5000 Deskset	20.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

36	Motorola	HW_MAINTENANCE	206	Demand and Local Device Repair	Local Device Repair	0.00%
37	Motorola	ASTRO_SYSTEMS_DROPSHIP	207	Site Equipment	Site Equipment	10.00%
38	Motorola	ASTRO_SI	208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0.00%
39	Motorola	HW_MAINTENANCE	209	System Installation Services	System Installation	0.00%
40	Motorola	ASTRO_SYSTEMS_INFRA	212	Encryption Products Astro	PKI Solution	0.00%
41	Motorola	HW_MAINTENANCE	219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0.00%
42	Motorola	ASTRO_SYSTEMS_INFRA	225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0.00%
43	Motorola	ASTRO_SYSTEMS_CONSOLES	229	Console Accessories	Logging and Furniture	15.00%
44	Motorola	HW_MAINTENANCE	231	Infrastructure Tech Support	3rd Party Case Support	0.00%
45	Motorola	ASTRO_SYSTEMS_INFRA	243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0.00%
46	Motorola	ASTRO_SYSTEMS_CONSOLES	244	CONTROL CENTERS	MCC 7500e	10.00%
47	Motorola	HW_MAINTENANCE	261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	5.00%
48	Motorola	ASTRO_SYSTEMS_DROPSHIP	262	Towers	TOWERS	10.00%
49	Motorola	A&E_OTHER_ACCY	271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	20.00%
50	Motorola	HW_MAINTENANCE	272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0.00%
51	Motorola	ASTRO_SYSTEMS_INFRA	273	Comparators Legacy	DIGITAC COMPARATOR	0.00%
52	Motorola	ASTRO_SYSTEMS_INFRA	274	Encryption Products Astro	OEM CryptR Micro	0.00%
53	Motorola	XTS_XTL_OTHER	276	Millennium Mobile	XTL5000 CONSOLETTE	0.00%
54	Motorola	ASTRO_SYSTEMS_INFRA	277	SmartX	SMARTX	0.00%
55	Motorola	ASTRO_SYSTEMS_INFRA	280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0.00%
56	Motorola	ASTRO_SYSTEMS_INFRA	281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0.00%
57	Motorola	ASTRO_SYSTEMS_DROPSHIP	282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	10.00%
58	Motorola	ASTRO_SI	285	Astro SI Training	Infrastructure Training	0.00%
59	Motorola	ASTRO_SI	286	Astro SI Training	SI CUSTOMER TRAINING	0.00%
60	Motorola	XTS_XTL_OTHER	287	PC_SPECIAL APPLICATIONS	PAC-RTVRS	0.00%
61	Motorola	ASTRO_SYSTEMS_INFRA	288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0.00%
62	Motorola	HW_MAINTENANCE	290	Local Operational Support Services	WARRANTY WRAP	0.00%
63	Motorola	A&E_OTHER_ACCY	291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	20.00%
64	Motorola	HW_MAINTENANCE	293	Demand and Local Device Repair	Device Diagnostics	0.00%
65	Motorola	APX_PORTABLE	305	APX4000XH	APX4000XH	27.00%
66	Motorola	ASTRO_SI	306	SI SITE DESIGN	SI SITE DESIGN	0.00%
67	Motorola	ASTRO_SI	308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0.00%
68	Motorola	ASTRO_SI	309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0.00%
69	Motorola	ASTRO_SYSTEMS_INFRA	316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0.00%
70	Motorola	ASTRO_SYSTEMS_INFRA	318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0.00%
71	Motorola	XTS_XTL_OTHER	326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0.00%
72	Motorola	ASTRO_SYSTEMS_CONSOLES	328	CONTROL CENTERS	CENTRACM II ELECT SP	25.00%
73	Motorola	ASTRO_SYSTEMS_DROPSHIP	329	Buildings & Sites on Wheels	MSI Stnd Bldg	10.00%
74	Motorola	ASTRO_SUBS_SOFTWARE	332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	27.00%
75	Motorola	ASTRO_MANAGED_SERVICES	348	Astro System Premier	Astro System Premier	0.00%
76	Motorola	ASTRO_SYSTEMS_DROPSHIP	351	Site Equipment	RF Antenna and TX Line	10.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	15.00%
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola	A&E_OTHER_ACCY	372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	27.00%
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000_APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola	HW_MAINTENANCE	431	Devices Advanced	Astro Device Management Essential	0.00%
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500_APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola	A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	20.00%
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

121	Motorola	ASTRO_SYSTEMS_INFRA	482	PDR 8000	PDR 8000	15.00%
122	Motorola	ASTRO_SYSTEMS_DROPSHIP	490	DROPSHIP Standardization_System Discount	DROPSHIP SYSTEM DISCOUNT APC	10.00%
123	Motorola	ASTRO_SYSTEMS_INFRA	495	Astro 25 Data Solutions	PDG HARDWARE	15.00%
124	Motorola	ASTRO_SYSTEMS_DROPSHIP	501	Cambium Backhaul Equipment	MICOM-2000	10.00%
125	Motorola	A&E_OTHER_ACCY	505	TWO WAY DROPSHIP ACCY	CALLBOX	5.00%
126	Motorola	ASTRO_SYSTEMS_INFRA	509	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	0.00%
127	Motorola	ASTRO_SYSTEMS_INFRA	512	MTR3000	MTR3000	0.00%
128	Motorola	ASTRO_SYSTEMS_DROPSHIP	515	Services Led Dropship	Services Led Dropship	10.00%
129	Motorola	ASTRO_SYSTEMS_INFRA	524	MOTOBRIDGE	MOTOBRIDGE	15.00%
130	Motorola	ASTRO_SYSTEMS_INFRA	525	Comparators Legacy	ASTROTAC COMPARATOR	0.00%
131	Motorola	XTS_XTL_OTHER	526	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0.00%
132	Motorola	APX_MOBILE	527	APX 6500 Mobile	APX 6500 MOBILE	27.00%
133	Motorola	APX_PORTABLE	536	APX Covert Portable	APX Covert Portable	27.00%
134	Motorola	ASTRO_SYSTEMS_INFRA	537	QUANTAR_QUANTRO DIG	QTAR SZ ASTRO INTELLIRPT	0.00%
135	Motorola	APX_PORTABLE	562	APX7000XE	APX7000XE APXFIRE	27.00%
136	Motorola	XTS_XTL_OTHER	571	Astro Subs Dropship	Astro Subs Dropship	0.00%
137	Motorola	A&E_OTHER_ACCY	577	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0.00%
138	Motorola	APX_PORTABLE	579	APX8000	APX8000	27.00%
139	Motorola	APX_PORTABLE	581	APX8000XE	APX8000XE	27.00%
140	Motorola	ASTRO_SYSTEMS_INFRA	593	MTR3000	MTR2000 TRNK DIRECT	0.00%
141	Motorola	ASTRO_SYSTEMS_INFRA	595	G-Series SW	G-SERIES SW	18.00%
142	Motorola	ASTRO_SUA	613	Consoles SW Maintenance	Consoles SW Maintenance	0.00%
143	Motorola	HW_MAINTENANCE	614	Consoles HW Maintenance	Consoles HW Maintenance	0.00%
144	Motorola	A&E_OTHER_ACCY	619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	27.00%
145	Motorola	ASTRO_SYSTEMS_INFRA	643	Comparators Legacy	MODEMS	15.00%
146	Motorola	A&E_OTHER_ACCY	644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	19.00%
147	Motorola	HW_MAINTENANCE	646	Sonoma Hardware Support	Sonoma Hardware Support	0.00%
148	Motorola	ASTRO_SYSTEMS_INFRA	647	D - Infrastructure	TRUNKED TERMINALS SOFTWA	10.00%
149	Motorola	APX_MOBILE	652	APX6500 Basic product	APX6500 Basic	27.00%
150	Motorola	A&E_OTHER_ACCY	653	MISC ACCY	MISC	0.00%
151	Motorola	APX_PORTABLE	655	APX7000	APX7000	27.00%
152	Motorola	APX_MOBILE	656	APX7500	APX7500	27.00%
153	Motorola	XTS_XTL_OTHER	671	PT_DSKTP PHASEOUT	SUBSCRIBER MARGIN ADJUSTMENT	0.00%
154	Motorola	APX_PORTABLE	673	APX8000H	APX8000H	27.00%
155	Motorola	ASTRO_SYSTEMS_INFRA	675	D-Series Base Radio HW	D-Series Base Radio HW	0.00%
156	Motorola	HW_MAINTENANCE	676	HW Maintenance Video	Video Advanced	0.00%
157	Motorola	ASTRO_SYSTEMS_INFRA	677	D-Series Site Controller HW	D-Series Site Controller HW	0.00%
158	Motorola	XTS_XTL_OTHER	678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0.00%
159	Motorola	ASTRO_SYSTEMS_INFRA	680	D-Series SW	D-Series SW	0.00%
160	Motorola	APX_MOBILE	681	APX8500	APX8500	27.00%
161	Motorola	ASTRO_SYSTEMS_INFRA	704	AME	AME	10.00%
162	Motorola	A&E_OTHER_ACCY	706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	20.00%
163	Motorola	ASTRO_SYSTEMS_DROPSHIP	708	Computers & Monitors	Computers & Monitors	10.00%
164	Motorola	ASTRO_SYSTEMS_INFRA	729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	20.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

165	Motorola	ASTRO_SYSTEMS_CONSOLES	735	Avtec Product	Avtec Product	5.00%
166	Motorola	ASTRO_SUA	738	Avtec Scoutcare	Avtec Scoutcare	0.00%
167	Motorola	ASTRO_SUA	739	Astro SW Maint	ASTRO SUA Completed Contract	0.00%
168	Motorola	ASTRO_SYSTEMS_CONSOLES	740	Outsourced Consoles	MIP 5000	10.00%
169	Motorola	ASTRO_SUA	741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0.00%
170	Motorola	A&E_OTHER_ACCY	742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	20.00%
171	Motorola	ASTRO_SYSTEMS_INFRA	743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	15.00%
172	Motorola	HW_MAINTENANCE	744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0.00%
173	Motorola	ASTRO_SUA	745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0.00%
174	Motorola	HW_MAINTENANCE	746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0.00%
175	Motorola	HW_MAINTENANCE	753	Devices Tech Support	Devices Tech Support	0.00%
176	Motorola	ASTRO_SYSTEMS_CONSOLES	754	Outsourced Consoles	Console Peripherals	10.00%
177	Motorola	APX_PORTABLE	755	APX6000 Basic	APX6000 BASIC	27.00%
178	Motorola	APX_PORTABLE	756	APX6000XE	APX6000XE	27.00%
179	Motorola	APX_MOBILE	757	APX4500 Li	APX4500 Li	27.00%
180	Motorola	APX_MOBILE	761	APX7500	APX 7500 CONSOLETTE	27.00%
181	Motorola	HW_MAINTENANCE	769	Field Services	Preventive Maintenance	0.00%
182	Motorola	ASTRO_SUA	771	Devices and Accessories SMA	Devices and Accessories SMA	0.00%
183	Motorola	HW_MAINTENANCE	772	Infrastructure Tech Support	Astro Infrastructure Tech Support	0.00%
184	Motorola	XTS_XTL_OTHER	775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0.00%
185	Motorola	A&E_OTHER_ACCY	785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	20.00%
186	Motorola	ASTRO_SYSTEMS_INFRA	786	D - Infrastructure	AIR TIME ACCUMULATOR	0.00%
187	Motorola	A&E_OTHER_ACCY	795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	20.00%
188	Motorola	A&E_OTHER_ACCY	796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0.00%
189	Motorola	A&E_BATTERIES	798	REPL BATTERIES	ABC BATTERY PROGRAM	0.00%
190	Motorola	ASTRO_SYSTEMS_DROPSHIP	800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	10.00%
191	Motorola	HW_MAINTENANCE	813	Devices Essential	Accessories SFS Comprehensive	0.00%
192	Motorola	HW_MAINTENANCE	814	Security Services	Astro CyberSecurity	0.00%
193	Motorola	HW_MAINTENANCE	816	Devices Essential	Accessories Essential	0.00%
194	Motorola	ASTRO_SUA	823	Astro SW Maint	Astro SUA & SMA	0.00%
195	Motorola	ASTRO_SYSTEMS_INFRA	824	SUA POC	SUA POC	0.00%
196	Motorola	ASTRO_POC	833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0.00%
197	Motorola	APX_PORTABLE	837	APX1000	APX1000	27.00%
198	Motorola	ASTRO_SYSTEMS_DROPSHIP	856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	10.00%
199	Motorola	EMERGING_SOLUTIONS	870	PD_IRRIGATION	IRRIGATION PRODUCTS	10.00%
200	Motorola	ASTRO_SI	872	SI ET&S Vendors	SI ET&S VENDORS	0.00%
201	Motorola	ASTRO_SI	874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0.00%
202	Motorola	ASTRO_SYSTEMS_INFRA	877	Master Site Astro SW	MASTER SITE ASTRO SW	18.50%
203	Motorola	ASTRO_SYSTEMS_DROPSHIP	881	Cambium Backhaul Equipment	POWERLINE LV	10.00%
204	Motorola	HW_MAINTENANCE	882	Field Services	On-site Field Services	0.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

State of New Mexico
General Services Department
Purchasing Division

Vendor (AH) ITB Statewide Price Agreement #: 10-00000-20-00048

205	Motorola	HW_MAINTENANCE	900	Infrastructure Repair Services	T&M System Repair	0.00%
206	Motorola	A&E_OTHER_ACCY	903	BUSINESS LIGHT ACCY	RBR ACCY	0.00%
207	Motorola	ASTRO_SYSTEMS_DROPSHIP	904	Cambium Backhaul Equipment	Point to Multipoint	10.00%
208	Motorola	ASTRO_SYSTEMS_DROPSHIP	906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10.00%
209	Motorola	ASTRO_SYSTEMS_DROPSHIP	908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10.00%
210	Motorola	HW_MAINTENANCE	929	Infrastructure Repair Services	ASTRO Repair	0.00%
211	Motorola	HW_MAINTENANCE	943	Services (Non-SI) Training	Training	0.00%
212	Motorola	ASTRO_SYSTEMS_DROPSHIP	947	Cambium Backhaul Equipment	RAD	10.00%
213	Motorola	HW_MAINTENANCE	948	Infrastructure Repair Services	Local System Repair	0.00%
214	Motorola	ASTRO_SYSTEMS_DROPSHIP	963	Cambium Backhaul Equipment	TUT	10.00%
215	Motorola	HW_MAINTENANCE	964	PCR System Essential & Advanced	PCR System Essential	0.00%
216	Motorola	ASTRO_SYSTEMS_INFRA	967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0.00%
217	Motorola	HW_MAINTENANCE	969	Security Services	Astro SUS Patching	0.00%
218	Motorola	HW_MAINTENANCE	972	PERFORMANCE SERVICES	ASTRO Network Performance	0.00%
219	Motorola	HW_MAINTENANCE	978	Demand and Local Device Repair	T&M Device Repair	0.00%
220	Motorola	ASTRO_SYSTEMS_DROPSHIP	980	Computers & Monitors	Third Party Astro Data Applications	0.00%
221	Motorola	HW_MAINTENANCE	984	Infrastructure Tech Support	Software Installs	0.00%
222	Motorola	HW_MAINTENANCE	986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0.00%
223	Motorola	HW_MAINTENANCE	988	Infrastructure Repair Services	Non-MSI Serviceable Item	0.00%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio	007	EVX-S24	EVX-S24	25%-30%
2.	Motorola	TRBO	018	CP Portfolio	CP Portfolio	25%-30%
3.	Motorola	TRBO	019	PM/CM Portfolio	PM/CM Portfolio	25%-30%
4.	Motorola	Portable Radios	037	TRBO Radio Portfolio	TRBO Radio Portfolio	25%-30%
5.	Motorola	Mobile Stations	038	MotoTRBO	MotoTRBO	25%-30%
6.	Motorola	LTE Systems Dropship	055	LTE Switch Routers	LTE Switch Routers	10%
7.	Motorola	Portable Radios	087	TRBO Radio Portables	TRBO Radio Portables	25%-30%
8.	Motorola	Pagers/Receivers	136	Minitor Products	Minitor Products	15%
9.	Motorola	Portable Radios TRBO	158	TRBO Radio CP Portfolio	TRBO Radio CP Portfolio	25%-30%
10.	Motorola	Portable Radios APX Accessories	187	APX Portable Accessories	APX Portable Accessories	27%
11.	Motorola	Mobiles	189	Mobile Accessories	Mobile Accessories	20%
12.	Motorola	MotoTRBO	421	Application Partner Programs	Application Partner Programs	0%
13.	Motorola	MotoTRBO	422	Infrastructure	Infrastructure	10%-15%
14.	Motorola	MotoTRBO	433	MotoTRBO High Tier Repeater	MotoTRBO High Tier Repeater	15%-30%
15.	Motorola	Professional Commercial Radio	435	Capacity Max Hardware	Capacity Max Hardware	20%
16.	Motorola	Professional Commercial Radio	449	Capacity Max Software License	Capacity Max Software License	20%
17.	Motorola	Pagers/Receivers	452	Pagers	Pagers	15%
18.	Motorola	Dispatch	454	Audio Accessories	Audio Accessories	15%
19.	Motorola	Fixed Station	457	Infrastructure Antennas	Infrastructure Antennas	20%
20.	Motorola	Professional Commercial Radio	475	MotoTRBO Trunking Mobile	MotoTRBO Trunking Mobile	25%-30%
21.	Motorola	MotoTRBO	478	MotoTRBo Mid Tier Repeater	MotoTRBo Mid Tier Repeater	15%-30%
22.	Motorola	Mobiles	484	MotoTRBO	MotoTRBO	25%-30%
23.	Motorola	Dispatch	520	Wave Technology	Wave Technology	0%
24.	Motorola	MotoTRBO	521	MotoTRBO Low Tier Repeater	MotoTRBO Low Tier Repeater	15%-30%
25.	Motorola	Accessories	271	Carry Cases	Carry Cases	15%
26.	Motorola	Fixed Station	273	Analog Comparator	Analog Comparator	10%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

27.	Motorola	Accessories	291	Mobile Dropship	Mobile Dropship	10%
28.	Motorola	Vertex	301	Vertex Parts	Vertex Parts	10%
29.	Motorola	Wave PTT	336	Wave on Cloud 3rd Party Services - Recurring	Wave on Cloud 3rd Party Services - Recurring	0%
30.	Motorola	Professional Commercial Radio	345	Low Tier Business Radio	Low Tier Business Radio	25%-30%
31.	Motorola	MotoTRBO	356	MotorTRBO Anywhere Gateway	MotorTRBO Anywhere Gateway	10%
32.	Motorola	MotoTRBO	346	MotorTRBO Anywhere License	MotorTRBO Anywhere License	10%
33.	Motorola	Pagers/Receivers	361	Paging	Paging	15%
34.	Motorola	Accessories	372	Speaker Microphones	Speaker Microphones	27%
35.	Motorola	Professional Commercial Radios	401	Digital Portable	Digital Portable	25%-30%
36.	Motorola	Wave PTT Wave on Cloud Product	583	Wave on Cloud 3rd Party Hardware and Software	Wave on Cloud 3rd Party Hardware and Software	0%
37.	Motorola	Portable Radios	626	TRBO Radio PR Portfolio	TRBO Radio PR Portfolio	25%-30%
38.	Motorola	Wave PTT	642	Wave on Cloud MSI Hardware	Wave on Cloud MSI Hardware	10%
39.	Motorola	MotoTRBO Radios	777	Portables	Portables	25%-30%
40.	Motorola	Portable Radios – Misc Accessories	785	APX Accessories	APX Accessories	27%
41.	Motorola	LTE	790	LTE LEX 11	LTE LEX 11	0%
42.	Motorola	Professional Commercial Radio	794	Professional Fixed Equipment	Professional Fixed Equipment	15%
43.	Motorola	Portable Radios	795	Misc APX Accessories	Misc APX Accessories	27%
44.	Motorola	Portable Radios	798	Misc APX Accessories	Misc APX Accessories	27%
45.	Motorola	Professional Commercial radio	807	Subscribers	Subscribers	25%-30%
46.	Motorola	Professional Commercial radio	819	VX-261	VX-261	25%-30%
47.	Motorola	Professional Commercial radio	821	Limited Display Keypad Subscriber	Limited Display Keypad Subscriber	25%-30%
48.	Motorola	Portable Radios	837	Misc APX Accessories	Misc APX Accessories	27%
49.	Motorola	Accessories	849	Other Consumer Accessories	Other Consumer Accessories	15%-27%
50.	Motorola	Professional Commercial radio	871	Full Display Keypad Subscriber	Full Display Keypad Subscriber	25%-30%
51.	Motorola	Dispatch	892	Wave Technology	Wave Technology	0%

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

52.	Motorola	Mobiles	922		CM200/300	25%-30%

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of $1,155,371.32 for the Vehicles, Equipment, and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Finance Committee: 8/02/2021
Quality of Life Committee: 8/04/2021
Governing Body Committee: 8/11/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Rivera moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of $150,000.00 to Provide Services to Examine Internal Controls; REDW LLC.; (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955.6137)

Committee	**Review:**
Finance Committee:	8/2/2021
Quality of Life Committee:	8/4/2021
Governing Body: 8/11/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe New Mexico
Finance Department
Memorandum

Date: July 30, 2021

To: Finance Committee
Quality of Life Committee
Governing Body

From: Carolynn Roibal

Via: Mary McCoy, Finance Director MTM
Alexis Lotero, Assistant Finance Director AL
Fran Dunaway, Chief Procurement Officer FD

Background:

In 2019, the City issued and advertised Request for Proposal (RFP0 #20/04/p – "Internal Audit Services" and awarded the contract to REDW, LLC for FY20. Amendment # 1 was approved for $97,000 for FY 21 Audit Services provided by REDW, LLC.
The Finance Department request the approval of Amendment #2 in the amount $150,000 for FY22 to continue to perform Internal Audit Service.

Action Requested:

The Finance Department requests the Approval of Amendment # 2 in the amount of $150,000 to the contract for REDW, LLC as the Internal Audit Service provider for FY22. A copy of the Professional Services Agreement and Amendments are attached.

This service shall be paid from 1002650.510330. Munis Contract # 3201160.

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Alexis Lotero
Alexis Lotero (Jul 30, 2021 10:48 MDT)

Email: aclotero@santafenm.gov

Signature: Fran Dunaway
Fran Dunaway (Jul 30, 2021 10:52 MDT)

Email: fadunaway@santafenm.gov

Memo-_Amendment #2-REDW LLC_GB ***time sensitive***

Final Audit Report 2021-07-30

Created:	2021-07-30
By:	Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYhez_ekfBY-JQcKRk1oC7CFjyxJFKRlY

"Memo-_Amendment #2-REDW LLC_GB ***time sensitive***" History

Document created by Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
2021-07-30 - 4:44:21 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2021-07-30 - 4:45:39 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2021-07-30 - 4:46:29 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2021-07-30 - 4:47:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-07-30 - 4:47:26 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-07-30 - 4:48:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-07-30 - 4:48:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-30 - 4:48:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-30 - 4:51:24 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-30 - 4:52:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-07-30 - 4:52:05 PM GMT

MEMORANDUM

TO:	Jarel LaPan Hill, City Manager Alexis Lotero, Acting Assistant Finance Director Fran Dunaway, Chief Procurement Officer
FROM:	Mary McCoy, Finance Director
RE:	REDW LLC Amendment #1, FY21 Internal Audit
DATE:	September 30, 2020

Background

In 2019, the City issued and advertised Request for Proposal (RFP) #20/04/P -"Internal Audit Services" and awarded the contract to REDW, LLC for FY20. The Finance Department requests the approval of Amendment #1 in the amount of $97,000 to the contract for REDW, LLC to perform the Internal Audit Service in FY21.This project is important to the City because an audit program to address key areas identified in recent risk assessments. The most recent Risk Assessment performed for the City of Santa Fe in 2018 led to the development of an audit plan that included reviews of the areas listed below. Additionally, the most recent Fraud Risk Assessment, performed for the City of Santa Fe, provided suggestions for internal audits. Finally, the FY19 CAFR had multiple repeat findings that provide opportunities for internal audit review.

Action Requested

The Finance Department requests the approval of Amendment #1 in the amount of $97,000 to the contract for REDW, LLC as the Internal Audit Service provider for FY21. A copy of the Professional Services Agreement is attached.

The Department will budget funding for this service from 1002650.510330. Munis Contract Number: 3201160

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: REDW LLC
Procurement Title: INTERNAL AUDIT/Provide Services to Examine Internal Controls

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 Finance Staff Name Alexis Lotero/Mary McCoy

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: _____

Alexis Lotero

Department Rep Printed Name (attesting that all information included) Title Date

Jran Dhrawaj Chief Procurement Officer 7/30/21

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 # 3201160

Contractor: REDW

Description: Internal Audit/Provide Services to Examine Internal Controls

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: 11/19/2019 Term End Date: 6/30/2023

☐ Approved by Council Date: _____

Contract / Lease: Professional Service Agreement

Amendment # 2 (two) to the Original Contract / Lease # 3211060

Increase/(Decrease) Amount $ $150,000 FY 22 7/1/21 - 6/30/2023

Extend Termination Date to: N/A

☐ Approved by Council Date: _____

Amendment is for: Amendment #2 to increase for $150,000 for FY22 services

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   Original Contract awarded through RFP #20/04/P $112,232.81
   Amendment #1 increase for $97,000 & extend term thru June 30, 2023

3. Procurement History: Amendment #2 increase for $150,000 2nd term total $350,000/RFP #20/04/P

Purchasing Officer Review: Dan Dunaway, CPO Date: 7/30/21

Comment & Exceptions: _____

4. Funding Source: Internal Audit Budget Org / Object: 1002650.510330

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Alexis Lotero Phone # 505-955-6531

Email: aclotero@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

REDWCPA-01 VILRE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2021

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 BridgePoint Risk Management 5 Greenwich Office Park Greenwich, CT 06831	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (419) 794-4724 **FAX (A/C, No):** (419) 794-7571 **E-MAIL ADDRESS:** adminrm@bridgepointrm.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : QBE Insurance Corporation
INSURED REDW LLC 7425 Jefferson St NE Albuquerque, NM 87109	**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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	**Accountants E&O**			**TBD**	**6/1/2021**	**6/1/2022**	**Per Claim/Aggregate**	**5,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Retroactive Date: Full Prior Acts

This certificate evidences coverage in amounts to meet your requirements. It does not necessarily reflect all insurance coverage carried by the Insured.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Item# _____
Munis Contract#**3201160**

CITY OF SANTA FE
AMENDMENT No. 2 (two) TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0890

This AMENDMENT No. 2 (two) (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 19, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and **REDW LLC**. (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 has agreed to provide services to examine internal controls under Institute of Internal Auditors (IIA) Standards for the City of Santa Fe.

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. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty thousand dollars and zero cents ($150,000.00), including applicable gross receipts taxes for fiscal year twenty-two (FY 22) July 1, 2021 thru June 30, 2022, so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three hundred fifty thousand dollars and zero cents ($350,000.00). 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.

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.

This Space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Amendment no. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
REDW LLC

_____
Jessica Bundy, Principal

DATE: _____
CRS# _____

Registration # **19-00128440**

ATTEST:

_____
KRISTINE BUSTOS- MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 3, 2021 09:07 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR or DESIGNEE
1002650.510330
Org. Name/Org. #

Item# 20-0627
Munis Contract# 3201160

CITY OF SANTA FE
AMENDMENT No. 1 (one) TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0890

This AMENDMENT No. 1 (ONE) (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated November 19, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and REDW LLC. (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:

1) A. Under the terms of the Agreement, Contractor has agreed to provide services to examine internal controls under Institute of Internal Auditors (IIA) Standards for the City of Santa Fe.

2) 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 SERVICES

Article 1 A., paragraph d. of the Agreement is amended, so that Article 1 A., paragraph d. reads as follows:

A. The Contractor shall perform the following work:

1. Examine internal controls under Institute of Internal Auditors (IIA) Standards for the following areas:
d. Other Internal Audits to be performed in FY 21 as deemed necessary.

All other Scope of Work within the Contract remains the same.

2. COMPENSATION.

Article 2, paragraph A. of the Agreement is amended to increase the amount of compensation by ninety-seven thousand dollars ($97,000), so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed below, and compensation not to exceed two hundred thousand dollars ($200,000), inclusive of gross receipt tax.

1) Leases for the City, either as Lessor or Lessee (250 hours at $150 per hour for a total of $37,500).
2) Contract and Vendor Management (160 hours at $150 per hour for a total of $24,000).
3) Human Resources (160 hours at$ I50 per hour for a total of $24,000).
4) Any expanded testing procedures based on initial observations and specific risk identification during internal audits. (40 hours @$150 per hour totals $6,000 per audit).

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thousand dollars ($200,000).

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.

3. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Agreement shall be effective July 1, 2020 and shall terminate on June 30, 2023 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.

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.

This space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 (ONE) to the Agreement as of the date set forth above.

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Nov 10, 2020 16:41 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Nov 10, 2020

CONTRACTOR: REDW LLC

Contractor Signature

Jessica Bundy Principal

PRINT NAME and TITLE

DATE: Oct 1, 2020

CRS#

Registration # **19-00128440**

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

XIV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 30, 2020 13:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org.#

Inst # 19-0890

CITY OF SANTA FE

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 **REDW 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) Examine internal controls under Institute of Internal Auditors (IIA) Standards for the following areas:

a. Leases for the City of Santa Fe, either as a Lessor or Lessee. Test for existence, valuation, compliance, accuracy and completeness, internal controls overseeing Leases, who created the lease, who is collecting the rent, who is submitting expenses for reimbursement, who is using the leased property, who is responsible for improvements and repairs and maintenance, are these being performed, who is performing the work, who is paying for the work performed, is the lease being performed and complied to as written.

b. Contract and Vendor Management. Test contracts and vendors for existence, valuation, accuracy, compliance and completeness, internal controls overseeing contract and vendor management, contract terms, services rendered, payments made in relation to services provided, who create a contract and their relation to the contractor. Review a sample of high-risk contracts citywide to determine if contract work is performed according to contract terms. For examples, test work may focus on reviewing to see if work is verified complete before invoices are paid.

c. Human Resources– Review of HR controls, focusing on the City's hiring and onboarding policies and practices.

d. Other Internal Audits to be performed in FY20 as deemed necessary.

2) The internal auditor will adhere to the Institute of Internal Auditors' guidance including the International Standards for the Professional Practice of Internal Auditing and Code of Ethics. The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as guidance, as well as, City of Santa Fe relevant policies. The Internal Audit product shall adhere to IIA's five audit scope standards listed below which outline the internal auditor's responsibilities.

3) Review the reliability and integrity of operating and financial information and how it is identified, measured, classified and reported.

4) Determine if the systems designed to comply with these policies, plans, procedures, taxes and regulations are being followed.

5) Review how assets are safeguarded and verify their existence.

6) Examine City resources to determine how effectively and efficiently they are used.

7) Review operations and programs to determine if they are being carried out as planned and if they are meeting their objectives.

8) The Contractor will provide in-person reports and information directly to the Audit Committee on a quarterly basis. Such information and reports will include, but are not limited to, the following:

a. Progress reports of Internal Audits completed and in progress, as compared to the plan (including budgeted hours).

b. At the completion of any Internal Audit, a written report, reflecting all results of agreed-upon procedures. The report should include an overall summary with a background and scope statement, and the results of the Internal Audit, reflecting each detailed observation or finding and recommendations. The contractor will meet with the City to review its findings, conclusions and recommendations. The City will provide written responses which the contractor shall incorporate into the final Internal Audit report. Each Internal Audit report shall include all instances of non-compliance with policies, procedures, contract terms, etc. Report preparation, editing and printing shall be the responsibility of the contractor.

c. The Contractor will be required to bring to the attention of the City, immediately upon discovery, any instances of material misstatement, internal control weaknesses or suspected fraud, irregularities, illegal acts, collusion, manipulation or kickbacks.

2. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed below, and compensation not to exceed one hundred and three thousand dollars ($103,000), excluding gross receipts tax:

1) Leases for the City, either as Lessor or Lessee (250 hours at $150 per hour for a total of $37,500).

2) Contract and Vendor Management (160 hours at $150 per hour for a total of $24,000).

3) Human Resources (160 hours at $150 per hour for a total of $24,000).

4) Any expanded testing procedures based on initial observations and specific risk identification during internal audits. (40 hours @$150 per hour totals $6,000 per audit).

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall not exceed ($8,732.81) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($112,232.81).

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 DFA. This Agreement shall terminate on June 30, 2020 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 Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, 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. **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

21. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City and the State of New Mexico 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 and the Risk Management Division of the New Mexico General Services Department by certified mail.

22. **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.

23. **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.

24. **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.

25. **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:
City Attorney, City of Santa Fe, PO Box 909, Santa Fe, NM 87504-0909

To the Contractor:
Jessica Bundy, REDW, INC., 7425 Jefferson St NE, Albuquerque, NM 87109

26. **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: 11/19/2019

CONTRACTOR:
REDW, INC.

Jessica Bundy Principal
NAME AND TITLE

DATE: 11/19/19
CRS#

Registration # 19-00128440

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

10/30/19

APPROVED AS TO FORM:

9/13/19
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY McCOY, FINANCE DIRECTOR

1002650.510330
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: REDW LLC
DBA: REDW LLC

Business Location: PO BOX 93656
ALBUQUERQUE, NM 87199

Owner: SANDRA ABALOS

License Number: 227248

Issued Date: October 06, 2020

Expiration Date: October 06, 2021

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

REDW LLC
PO BOX 93656
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

CM FINANCE AMENDMENT 1 TO REDW

Final Audit Report 2020-11-11

Created:	2020-11-10
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAggQC2EZva05kSxQYwFhE0E8hZ_cas9Q-

"CM FINANCE AMENDMENT 1 TO REDW" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-10 - 4:18:52 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-10 - 4:25:42 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-10 - 10:20:19 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-10 - 10:21:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-10 - 10:21:36 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-10 - 11:02:33 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-10 - 11:05:35 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-11-10 - 11:05:38 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-11-10 - 11:05:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-11-10 - 11:06:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature
2020-11-10 - 11:06:22 PM GMT

ci Santa Fe | POWERED BY Adobe Sign

Email viewed by Xavier Vigil (xivigil@santafenm.gov)
2020-11-10 - 11:06:42 PM GMT- IP address: 104.47.64.254

Document e-signed by Xavier Vigil (xivigil@santafenm.gov)
Signature Date: 2020-11-10 - 11:10:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2020-11-10 - 11:11:03 PM GMT

Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
2020-11-10 - 11:41:39 PM GMT- IP address: 104.47.65.254

Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2020-11-10 - 11:41:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature
2020-11-10 - 11:41:59 PM GMT

Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)
2020-11-11 - 2:52:59 AM GMT- IP address: 104.47.65.254

Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2020-11-11 - 2:54:19 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-11-11 - 2:54:19 AM GMT

Signature: Xavier Vigil
Xavier Vigil (Nov 10, 2020 16:10 MST)

Email: xivigil@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201160**

Contractor: **REDW LLC**

Description: **REDW will perform Internal Audit Services for the City of Santa Fe in FY21.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **3201160**

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:** **RFP #20/04/P- Internal Audit Services**

Fran Gutierrez (Nov 11, 2020 16:05 MST) Nov 10, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment

4. **Funding Source:** **Internal Audit Budget** **Org / Object:** **1002650.510330**

Alexis Lotero (Nov 10, 2020 15:21 MST) Nov 10, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Carolynn Roibal** Phone # **505-955-6531**

Email: **clroibal@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: REDW LLC

Procurement Title: RFP #20/04/P- Internal Audit Services

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 Finance Department Staff Name Mary McCoy

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:

Carolynn Roibal — Administrative Manager — 09/30/20

Department Rep Printed Name (attesting that all information included) — Title — Date

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.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of $150,000 to Provide Services to Examine Internal Controls; REDW LLC. (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955-6137)

Committee Review:
Finance Committee: 8/02/2021
Quality of Life Committee: 8/04/2021
Governing Body: 8/11/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

City of Santa Fe New Mexico
Memorandum

Date: July 29, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Banners in Support of the Neighbor to Neighbor Fund Drive

---

EXECUTIVE SUMMARY:
The proposed Resolution would authorize the placement of eight banners at various facilities around the City that raise awareness of the Neighbor to Neighbor Fund Drive that benefits The Food Depot. The banners would be authorized to be displayed from August 12-September 20, 2021, two days after the Neighbor to Neighbor Fund Drive.

BACKGROUND:
The Neighbor to Neighbor Drive, the organizing group that works with and supports The Food Depot has requested this Resolution in order to hang banners that raise awareness of the tenth annual Neighbor to Neighbor Fund Drive. Section 14-8.10(A)(2)(b) governs the placement of banners and allows banners to be displayed on certain areas of City property if they meet certain criteria. The proposed locations for the banners are:

1. Fort Marcy Recreation Center
2. Salvador Perez Recreation Center
3. Genoveva Chavez Recreation Center
4. Downtown Library (inside)
5. Southside Library
6. Alto Park
7. Ragel Park
8. Frank Ortiz Dog Park

ACTION REQUESTED:
Staff recommends approval of the Resolution as presented.

ATTACHMENTS:
Resolution
Exhibit A – Banner Design
Exhibit B – Banner Design Approval Form
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Fund Drive Banners

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 16 ***strike*** "along"
2. On page 3, line 9 ***strike*** "Food Depot" and ***insert*** in lieu thereof "Neighbor to Neighbor Drive"
3. On page 3, line 12 ***strike*** "Food Depot" and ***insert*** in lieu thereof "Neighbor to Neighbor Drive"

Respectfully submitted,

_____
Jamie Cassutt, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe I. Lindell

A RESOLUTION

APPROVING THE DESIGN AND INSTALLATION PLAN FOR BANNERS SUPPORTING THE FOOD DEPOT'S TENTH ANNUAL "NEIGHBOR TO NEIGHBOR FUND DRIVE".

WHEREAS, Santa Fe City Code Section 14-8.10 allows for the installation of banners erected by the City of Santa Fe ("City") or its permittee if approved by the Governing Body via Resolution; and

WHEREAS, the Resolution regarding installation of banners must specify dates of display, location, number, design approval process, installation, maintenance, and cost allocation; and

WHEREAS, the Neighbor to Neighbor Drive, a group that supports The Food Depot, created the Food Drive, and subsequently the Fund Drive, to benefit the work of The Food Depot; and

WHEREAS, the Neighbor to Neighbor Drive wishes to promote the Tenth Annual Fund Drive that raises necessary funding to The Food Depot that is used to provide direct food aid to

families in need throughout northern New Mexico; and

WHEREAS, in 2020, The Food Depot provided 804,577 meals per month to families; and

WHEREAS, in 2020, The Food Depot's fund drive raised $170,979 from 128 neighborhoods, enough to provide 712,412 meals; and

WHEREAS, The Food Depot's goal in 2021 is to raise $185,000 and involve 150 neighborhoods throughout Santa Fe and the surrounding areas; and

WHEREAS, the Neighbor to Neighbor Drive seeks to raise awareness of, and participation in, The Food Depot's Tenth Annual Neighbor to Neighbor Fund Drive by erecting temporary banners in various locations on City property promoting the event to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the design and installation plan for banners promoting The Food Depot's Tenth Annual Fund Drive is hereby approved pursuant to the following:

Dates: The banners may be displayed from August 12, 2021 to September 20, 2021.

Location: The banners may be displayed on sign support structures installed along at the following locatios:

1. Fort Marcy Recreation Center
2. Salvador Perez Recreation Center
3. Genoveva Chavez Recreation Center
4. Downtown Library (inside)
5. Southside Library
6. Ragel Park
7. Frank Ortiz Dog Park
8. Alto Park

Number: Eight total banners may be displayed, not to exceed 18

	square feet each.
Design Approval Process:	The design of the banner has been approved by the Land Use Director, the City Attorney, and the Public Works Director as conforming to all applicable requirements and restrictions.
Installation:	City staff will hang the banners at the desired locations.
Maintenance:	Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the Food Depot. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The Food Depot shall be responsible for all costs associated with purchasing the banners.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

NEIGHBOR to NEIGHBOR Fund Drive

2011 - 2021

"Celebrating 10 Years Together - Happy Anniversary!"

Donate at www.TheFoodDepot.org/n2n

September 18th Deadline

La Villa Real de la Santa Fé de San Francisco de Asís 1610 1846 1821

SANTA FE NEW MEXICAN

THE FOOD DEPOT

All proceeds benefit The Food Depot

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City's laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: Neighbor to Neighbor Fund Drive Banners

Requesting Party's Contact Name: Linda Wilder Flatt Phone Number: 505-474-8028

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: Jason M. Kluck ~~Jason M. Kluck (Jul 22, 2021 08:10 MDT)~~ Date: Jul 22, 2021

The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal.

City Attorney: _____ Date: Jul 23, 2021

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: Regina Wheeler ~~Regina Wheeler (Jul 21, 2021 22:03 MDT)~~ Date: Jul 21, 2021

FIR No. 10328

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fund Drive Banners

Sponsor(s): Councilors Cassutt and Lindell

Reviewing Department(s): City Attorney's Office/Legislative Liaison

Staff Completing FIR: Jesse Guillen Date: 7/20/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jul 29, 2021

Reviewed by Finance Director: _____ Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 09:04 MDT)

Summary:

The proposed Resolution authorizes the placement of eight temporary banners on City property supporting the Tenth Annual Neighbor to Neighbor Fund Drive. The Resolution is pursuant to the provisions of Section 14-8.10(A)(2)(b) which relate to the installation and display of banners on City property. If approved by the Governing Body, the banners would be displayed from August 12 to September 20, 2021. The design of the banner has been administratively approved by the Planning and Land Use Director, the City Attorney, and the Public Works Director.

Departments Affected:

Parks Division, Library Division, and Recreation Division.

Consequences of Not Enacting Legislation:

No banners would be permitted to be displayed pursuant to 14-8.10(A)(2)(b).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Relates to Resolution 2021-36 that expressed the Governing Body's support for the 10th Annual Neighbor to Neighbor Fund Drive and Section 14-8.10(A)(2)(b) that governs the installation and display of banners.

Performance and Administrative Implications:

The relevant Division Directors have agreed to hang the banners at the selected facilities.

Fiscal Implications:

Staff time associated with hanging the banners will be minimal.

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: 

Email: jbguillen@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Cassutt and Councilor Lindell) A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 07/28/21
Quality of Life Committee: 08/04/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7h

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Cassutt and Councilor Lindell)
A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 07/28/21
Quality of Life Committee: 08/04/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Fund Drive Banners

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 24 after "8." ***insert*** "Ron Shirley"

Respectfully submitted,

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request Approval of Amendment #2 to the 2019 Annual Action Plan, required by the U.S. Department of HUD that describes proposed uses of CARES Act funding in the amount of $581,333. Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868 (remote phone).

Committee	**Review:**
Finance Committee	08/02/2021
Quality of Life Committee	08/04/2021
Public Works Committee	08/09/2021
Governing Body	08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico

memo

Date: July 21, 2021

To: Community Development Commission (July 28)
Finance Committee (Aug 2)
Quality of Life Committee (Aug 4)
Public Works Committee (Aug 9)
Governing Body (Aug 11) – public hearing

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request Approval of Amendment #2 to the 2019 Annual Action Plan

---

ACTION REQUESTED:
Approve Amendment #2 to the 2019 Annual Action Plan.

BACKGROUND:
In late 2020, HUD entitled the City to receive additional funds in the amount of $581,333 from the federal CARES Act for the purposes of addressing health and housing impacts from the COVID-19 pandemic. In order to deploy the funds, the City must amend its current year Action Plan or the Plan that was current when the funds were awarded. This amendment represents the second award of CARES Act funding and the second amendment to the 2019 Annual Action Plan. The first award ($361,227) was used to continue operations at the Midtown Shelter where the City converted dormitory rooms and campus apartments into housing at the outset of the pandemic for people experiencing homelessness or without a safe place for quarantine or social distancing.

ITEM and ISSUE:
The second Amendment proposes to use funds to further offset acquisition costs related to the conversion of the Santa Fe Suites property into long-term permanent supportive housing. The funds will be directly deployed for rent subsidy and to augment on-site supportive services for those who otherwise would not be safely housed, particularly for the duration of the pandemic.

For the purposes of expediting the disbursement of the CARES Act funding, HUD has reduced its normal 30-day public comment requirement to 5-days. Our proposed comment period will span 9 days, August 2 – August 11, 2021. The process for reviewing the amendment and submitting comments is advertised in two public notices – the request to publish for a public hearing on August 11 and the notice of the public comment period. Additionally, the plan is made available on the City's website: www.santafenm.gov/hudrequiredreportingandplans. Paper copies or translation can be provided upon request.

==========

AMENDMENT #2

ANNUAL ACTION PLAN

JULY 1, 2019 - JUNE 30, 2020

==========



SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6607

The 2019 annual Action Plan for the City of Santa Fe is amended to describe proposed uses of CARES Act funding in the amount of $581,333.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2019 Annual Action Plan for the City of Santa Fe is proposed for amendment to describe proposed uses of CARES Act funding in the amount of $581,333. These funds are intended to address health impacts from the COVID-19 pandemic and to complement earlier rounds of Cares Act funding (in the amount of $361,227) which represents a cumulative total of $942,560.

An Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). There are four types of HUD block grant housing and community development programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Solutions Grant (ESG) and the Housing Opportunities for People with AIDS (HOPWA) program. The City of Santa Fe receives approximately $700,000 in CDBG dollars each year directly from HUD.

There are three components required by HUD to be submitted on an annual basis:

1) Consultation and Citizen Participation: the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.

3) Annual Action Plan: submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.

4) Consolidated Annual Performance and Evaluation Report (CAPER): the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table. Objectives include:

1) Creating Suitable Living Environments (SL) – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

2) Providing Decent Housing (DH) – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.

3) Creating Economic Opportunities (EO) – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

1) Availability/Accessibility – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.

2) Affordability – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

3) Sustainability – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for rental housing as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). For the 2018-2019 program year, the City allocated the Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters
- City's goal for home ownership housing as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. From 2018-2019, and due to additional program income funds, (22) households were served through end of Q3 (17-Homewise, 5-Housing Trust) with CDBG-funded mortgage principal reduction assistance.

The City's goal for emergency shelters and permanent supported rental housing as outlined in the 2018-2022 Consolidated Plan was to provide {33 permanent beds and/or longer-term units per year.} Approximately 100 shelter beds were provided and 40 transitional living beds were provided.} In 2018-2019 program year, CDBG funds were proposed for services including the Interfaith Women's Summer Safe Haven for a minimum of 180 women (As of Q3: 124 served.) Youth Shelters and Family Services (YSFS) provided services through the Emergency Shelter for children and youth, with 12 beds and an addition of the Cold Weather Shelter with 8 beds. (As of Q3: TLP and Cold Weather Shelter served 128.) The YSFS Street Outreach Program's goal was to serve an approximate minimum of 600 identified youth who utilize the Drop in Center (As of Q3: 244 served.) The Santa Fe Recovery Center, Life Link, SFPS Adelante and YouthWorks provided rental vouchers and emerency utility assistance. (167 served through the Affordable Housing Trust Fund for ELI individuals experiencing homelessness or at risk of homelessness in the community.)

Facilities improvements investments from CDBG funds 2018-2019 totaled $105,000 ($10,000 YSFS Security, $40,000 PMS River Early Head Start, $55,000 Hopewell Mann Community Clinic). Public Services funding from CDBG funds 2018-2019 totaled $75,000.

4. Summary of Citizen Participation Process and consultation process

This Amendment #2 to the 2019 Annual Action Plan represents additional funds from the federal Coronavirus Aid Relief, and Economic Security Act (CARES) signed into law on March 27, 2020. Because of the nature of the public health crisis, HUD created waivers to public participation

processes including a reduced public comment period (5 days) and the allowable use of virtual meetings. *Please note that the City has implemented amended public participation processes, according to HUD's allowances, while still focusing on meaningful engagement of residents and stakeholders representing local organizations and coalitions.

The public will have from August 2 – August 11, 2021 to review and comment on the amendment, in addition to four (4) public meetings and one (1) public hearing. The meetings will be held on July 28 (Community Development Commission), August 2 (Finance Committee, 5pm), August 4 (Quality of Life Committee, 5pm), August 9 (Public Works Committee, 5pm) and August 11 (City Council, public hearing, 7pm).

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions.

Paper copies of the draft *2019-2020 Annual Action Plan* were placed at all City of Santa Fe Public Library branches; Genoveva Chavez Community Center; Mary Esther Gonzales Senior Center, City Hall (March 22, 2019 to April 24, 2019) for public review complying with the 30-day review period listed in the City's Citizen Participation Plan as adopted by HUD. Advertisements were placed in the *Santa Fe New Mexican* announcing the public review and comment period. The ads stated where the copies are available for review as well as contact information for submitting comments. A press release was issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. One public meetings and one public hearing, as well as a City wide survey on the plan were made available to the public: Community Development Commission public meeting (March 20, 2019); Public Works Committee public meeting (March 25, 2019); Finance Committee public meeting (April 1, 2019); MetroQuest Annual Plan Survey open period (March 22-April 24, 2019); The Santa Fe City Council public hearing (April 24, 2019)

These meetings are open to the public and agendas are available on the City's website. The meetings are conveniently timed and located to encourage participation. The meeting can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

5. Summary of public comments

The majority of public comments regarding affordable housing needs in the City referred to the challenging increase in short-term rentals for tourism, resulting in a decrease in rental units available for residents. A number of verbal and written comments were made regarding the need for more centralized housing development. Additionally, most of the votes cast during CommUNITY days were placed toward an increase in affordable rental development with access to economic centers and public services funding. Topics of comments were addressed in the following plan, where applicable. However, short-term rental regulation is an on-going discussion that is newly on the radar for potential regulatory

change. Though ripe for consideration in the future, more research is required to understand the complex ramifications of the increase in short-term rentals upon tourism, economic development, as well as housing, and best practices in policy regulations to mitigate challenges in this area. Therefore, strategies for addressing this concern are not a part of the Consolidated Plan at this time

Public comments were limited to two speakers at the June 24, 2020 City Council meeting, in addition to comments made by elected officials. No written comments concerning the amended Action Plan, nor comments submitted via telephone were received. Comments focused on general support of the City's efforts to end homelessness and concern that the site at the Midtown Property where the funds will be used isn't an appropriate long term location. Because the City is currently negotiating a Development Disposition Agreement for redevelopment of the site, short term use is the only option. For this reason, the comments were not relevant to changing the City's proposal for using the funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and where applicable addressed in the Action Plan.

7. Summary

Amendment #2 to the 2019 Annual Action Plan enables the City of Santa Fe to ensure that its most vulnerable are safely housed and quarantined for the initial stages of the coronavirus pandemic. This effort will further the Office of Affordable Housing's efforts to prevent City residents from falling into cycles of poverty and chronic homelessness, to target low income "at risk" neighborhoods with comprehensive programming interventions, and to work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Alexandra Ladd
Director
Office of Affordable Housing
City of Santa Fe
505-955-6346 / agladd@santafenm.gov

Toniette Candelaria Martinez
Project Specialist
Office of Affordable Housing
City of Santa Fe
505-316-4634 / tocandelariamartinez@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and within City's organization itself. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services.

Amendment #1: The City's partner for this proposed project is the NM Coalition to End Homelessness (NMCEH). Because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people, NMCEH is uniquely situated to act as the City's fiscal agent for the disbursement of these funds and will provide ongoing consultation on behalf of its membership. NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

Amendment #2: The City's partners for the Santa Fe Suites are St Elizabeth Shelter and Community Solutions, a national nonprofit dedicated to ending homelessness. St Elizabeth Shelter is an established local provider of shelter services and operates two shelters: the main shelter (for men) and Casa Familia which houses women and children. Additionally, the organization owns and operates several permanent supportive housing facilities for families and individuals transitioning out of homelessness. Community Solutions is the initial owner of the property and has used its resources to capitalize and finance the purchase of the property. Once stabilized, the ownership of the property will transfer to St. Elizabeth.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several

programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September 2017, the City Council approved a resolution establishing a Homeless Task Force that considered specifically these coordinated efforts. The Office of Affordable Housing participated on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth.

In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numberous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs. The Interfaith Community Shelter (ICS) is the only minimal barrier shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

Also, in an attempt to help create systemic change, the Interfaith Community Shelter and St. Elizabeth follow policies and procedures that prioritize work with numerous inovative City and County programs designed to stabilize those individuals who are high utilizers of emergency, police and hospital services. Staff works closely with the CHRISTUS St. Vincent's HUGS program and the Santa Fe Fire Department's Mobile Integrated Health Office (MIHO), proactive approaches for addressing repeat users of the 911 system through a referral/linkage to services process that provides for the mental health and social needs of the consumer that opens the access doors to these needed services on site and in real time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST. ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services - Victims

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	The Housing Trust
	Agency/Group/Organization Type	Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	**Agency/Group/Organization**	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall. In July of 2018, an update to the plan was presented for City Council approval.
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to design a strategy for increasing the inventory of rental housing affordable to low-income renters.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City supports the dissemination of fair housing information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system. Furthermore the City did not consult directly with the State of NM Department of Health regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Amendment #1: This project is in direct response to a public health emergency. Because of the need to provide immediate relief and support for those experiencing homelessness during the pandemic, the City did not consult with other agencies. However, with the advent of the CONNECT network, the City and County are working closely to mitigate the public health impacts from the pandemic. Likewise, local health providers and the city’s homeless shelters are involved with the Midtown Shelter so their input was considered when setting it up.

Amendment #2: This project is a continued response to an ongoing public health emergency. While the initial impacts from the pandemic are subsiding, with the emergence of new variants of the virus, people experiencing homelessness or who are not stably housed continue to be the most vulnerable to getting infected and spreading infection. Additionally, Santa Fe Suites provides an ideal property for housing people who are leaving hotel stays or other emergency housing.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan.
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	Staff from the Office of Affordable Housing and the Division of Health and Human Services participated on the task force to update the Plan for 2018.
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	City of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment 2017	City of Santa Fe	The Fair Housing Assessment evaluates needs and recommends strategies for increasing access to housing.
Office of Emergency Management 2018 - 22 Strategic	City of Santa Fe	The plan outlines how the City will support vulnerable residents before, during and after emergencies and disasters.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas. Polling in the online survey on project's impact on the community and those individuals using the services or in close geographic location, with ties to others who benefited from the subject projects showed a resounding favorability for funding of the 2019 AAP CDBG related activities outlined in the Projects Summary of this year's plan (AP-35).

For the amendment, an additonal plan was added for consultation - the Office of Emergency Management's Strategic Plan - on the basis that the pandemic requires an emergency response.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation (Note this table will be updated prior to the submittal of the Plan).

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Newspaper ad in New Mexican (Mar 20, 2019): no response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Committee Meeting for Project applicant presentations: February 20, 2019. (24) Presenters, (7) Community Development Commissioners	N/A	N/A	
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	City of Santa Fe Website and Facebook Page, 2019: No response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
4	MetroQuest Online Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	MetroQuest Survey Mar 22-April 24, 2019, 230 Survey participants: 69 Comments (see attached).	Comments ranged a great deal in topic and recommendations for future spending and focus (see attached).	All comments were accepted from the survey and included as an attachment to the 2019 AAP.	
5	Press Release	Non-targeted/broad community	Press Release Mar 29, 2019: No response	N/A	N/A	
6	Paper Copy of Plan	Non-targeted/broad community	Distribution of 2019 AAP to five public facility locations (GCCC, Main and Southside Libraries, City Hall, Office of Affordable Housing) Mar 22-April 24, 2019: No Response/N/A	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
7	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing April 24, 2019 at Governing Body meeting: No comments made	n/A	N/A	
8	Newspaper Ad	Non-targeted/broad community	Newspaper ad: June 12, 2020.	No comments received.	No comments received.	
9	Press Release	Non-targeted/broad community	n/a	No comments were received	n/a	
10	Internet Outreach	Non-targeted/broad community	City of Santa Fe Website and Facebook Page and link to copy of amendment to Action Plan posted on City's website	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
11	Public Meeting	Non-targeted/broad community	Community Development Commission (June 3, 2020). Quorum of committee members in attendance via Zoom call. Public did not attend.	Commission recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Commission members were accepted as applicable.	
12	Public Meeting	Non-targeted/broad community	Finance Committee (June 15, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Committee members were accepted as applicable.	
13	Public Meeting	Non-targeted/broad community	Quality of Life Committee (June 17, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
14	Public Meeting	Non-targeted/broad community	Public Works Committee (June 22, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	
15	Public Hearing	Non-targeted/broad community	City Council public hearing (June 24, 2020); eight City Councilors, Mayor in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Two members of the public spoke in general support of the City's efforts to end homelessness. Concern was expressed regarding how long the location at Midtown could be used to house homeless people.	Given the City's impending disposition of the property, it will not be used longer than the proposed use of funds describes.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2) - *Anticipated Resources*

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	659,051	200,000	0	859,051	2,938,227	An anticipated amount of approximately $1,977,000 is increased by $942,560 of CARES Act funding. The remainder anticipated amount includes program income of approximately $200K/annually, resulting in an estimated amount of $600K for the next three years, totaling approximately $3,519,560 through the end of the 2018-2022 ConPlan.
Other	public - federal	Public Services	361,227	0	0	361,227	361,227	An anticipated amount of approximately $1,977,000 is increased by $361,227 of CARES Act funding. (Amendment #1) and $581,333 (Amendment #2)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City requires that subrecipients match CDBG funds $1:$1 with organizational resources or funds leveraged from private investment or other State and local grantors.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

In the current fiscal year, the City expects to donate a 5-acre portion of a City-owned parcel on Siler Road. This donation will support the construction of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is proposed to be developed by the New Mexico Interfaith Housing Coalition and Creative Santa Fe, two local nonprofit organizations. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. An application will be resubmitted for the 2019 LIHTC funding cycle. Additionally, the City is beginning a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

Amendment #1: The shelter is located at 1600 St Michael's Drive, the site of the former Santa Fe University of Art and Design (and before that, the College of Santa Fe). The campus is owned by the City so this proposed use of funds will be 100% supported by the use of publicly-owned facilities. Furthermore, the shelter is currently staffed by City staff (who will continue working there for at least the next 6 months) and many related support services (security, maintenance, utilities) are paid by the City.

Discussion

The City is committed to using all of its resources to maximize the leverage potential of federal funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2019	2020	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,3330	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
3	Increase Affordable Homeowner Opportunities	2019	2020	Affordable Housing	Citywide		CDBG: $0	Direct Financial Assistance to Homebuyers: 0 Households Assisted
4	Align Housing Opportunities with Emerging Needs	2019	2020	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Emergency Shelter Support Services for Homeless and At Risk Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	AFH Goal1: Create more affordable, quality housing	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
6	AFH Goal 2: Preserve and Improve Existing Housing	2019	2020	Affordable Housing	Citywide		CDBG: $0	
7	AFH Goal 3: Cont. to work to improve econ. opport.	2019	2020	Non-Homeless Special Needs	Citywide		CDBG: $0	
8	AFH Goal 4: Create more access., afford. qual. hou	2019	2020	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
9	AFH Goal 5: Improve access to high quality schools	2019	2020	Non-Housing Community Development	Citywide		CDBG: $0	
10	AFH Goal 6: Strengthen access to fair housing	2019	2020	Fair Housing & Renter's Rights	Citywide		CDBG: $0	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunites and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	**Goal Name**	Align Housing Opportunities with Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 3. Continue to work to improve economic conditions of persons with disabilities 5. Improve access to high quality schools and public transportation
5	**Goal Name**	AFH Goal1: Create more affordable, quality housing
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter HH; DPA + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects.

6	**Goal Name**	AFH Goal 2: Preserve and Improve Existing Housing
	Goal Description	*This goal corresponds with Consolidated Plan Goals: 1, 2, 3.*
7	**Goal Name**	AFH Goal 3: Cont. to work to improve econ. opport.
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related. CARES Act funds will not be deployed in support of this goal as they are oriented to keeping vulnerable people safe from infection and to prevent the spread of infection via the homeless shelter population.
8	**Goal Name**	AFH Goal 4: Create more access., afford. qual. hou
	Goal Description	This AFH goal correponds with Consolidated Plan Goals: 2, 3.
9	**Goal Name**	AFH Goal 5: Improve access to high quality schools
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. This goal is not achieved directly through the proposed expenditure of CARES funds.
10	**Goal Name**	AFH Goal 6: Strengthen access to fair housing
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. This goal is not directly achieved through the proposed expenditure of CARES Act funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 19-20 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households as well as soft costs for affordable housing rental unit development. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans (via CDBG agreements for PY 19 - 20).

Amendment #1: In March of 2020, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City's creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

This Action Plan Amendment proposes to use CARES Act funding to supplement the City's operation of the Midtown Shelter. The New Mexico Coalition to End Homelessness will act as the City's fiscal agent to hire staff and ensure that health care and programming is comprehensive and relevant to the people housed at the campus.

This second Amendment proposes to use CARES Act funding to reimburse acquisition costs related to the purchase of Santa Fe Suites, such as appraisal, financing, and legal and transactional services. As cash entered into the project, the funds will then support the implementation of extended services

and partial subsidy of units occupied by residents whose rent is not currently subsidized.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction
2	Santa Fe Habitat Home Repair
3	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
4	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
5	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
6	SFPS Adelante Expanded School Liaison Project
7	Coming Home Connection-Casa Cielo
8	Interfaith Women's Summer Safe Haven Shelter
9	Youth Shelters and Family Services Street Outreach Program
10	Project Administration
11	Housing Trust Principal Reduction
12	Midtown Shelter - CV
13	**Santa Fe Suites - CV**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Ten (10) of the community projects under subrecipient professional service agreement contracts with the City, were selected for presented strategies that address the highest and immediate needs in the community, to include organizational effectiveness, the ability of the organization to leverage funding for the projects, and to positively and sustainably impact the most individuals in need. The Housing Trust, though not selected in this year's funding proposals, will remain active as a result of anticipated Program Income generation from previous year CDBG funding. Allocations for projects reflect approximately 15% usage of the CDBG grant for public service projects, 3% for public facilities improvements, 29% for mortgage reduction assistance, 19% for home repairs, 14% for soft costs in the development of affordable rentals as well as rehabiliation of affordable rentals, and 20% for project management and administration.

Amendment #1: The Midtown Shelter project will directly address the highest and immediate need in the community which is to protect public health as related to the COVID-19 pandemic. Another goal is to improve the individual health outcomes of individuals and families experiencing homelessness who do not have a home or a safe place to be quarantined and remain socially distant. A longer term goal is to connect these shelter residents to supportive services and permanent housing. NMCEH was selected as the City's partner because of its organizational effectiveness, its ability to leverage funding for the

project, and to positively and sustainably impact the most individuals in need.

Amendment #2: The current amendment proposes to partially reimburse Community Solutions for transactional costs related to the purchase of Santa Fe Suites. These include appraisal fees, due diligence services, financing charges, and legal services fees required by the funding and closing on the purchase of the property. In turn, these funds will be added directly to the project's current operating budget allowing them to supplement services provided at the property as well as directly subsidizing rental and other housing costs as needed.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Homewise Mortgage Principal Reduction
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction Homebuyer Training and Counseling Fair Housing Outreach
	Funding	CDBG: $338,000
	Description	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h. Organizational Mission: To help create successful homeowners so that they improve their financial well being and contribute to the vitality of the community. Project Services: Assist 10-15 homeowners earning below 80% AMI in the City of Santa Fe to establish home ownership through mortgage reduction assistance services. This project addresses the following goals from the AFH:1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords. Of the $330,000: $188,000 sourced from CDBG 2019 funding and estimated $150,000 from anticipated Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h.
	Location Description	1301 Siler Rd., Santa Fe, NM 87507
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who qualify and have completed educational requirements for eligibility.
2	**Project Name**	Santa Fe Habitat Home Repair
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Homeowner Opportunities AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $124,715
	Description	Emergency repairs for homeowners earning below below 60% AMI (CDBG). Limit of $10K per h/h. Organizational Mission: Santa Fe Habitat for Humanity promotes affordable home ownership for Santa Fe area residents by constructing simple, adequate and safe houses through the cooperative efforts of volunteers, partner families, donors and staff. Project Service: Will provide home repairs for 20-29 households earning less than 60% AMI.This project addresses the following AFH goals:1. Create more affordable, quality housing that is equitably distributed throughout the City. Preserve and improve existing housing occupied by low and moderate income renters and owners. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 Households earning less than 60% AMI. (Historically this program serves majority of elderly homeowners earning less than 50% AMI).
	Location Description	2520 Camino Entrada Ste. A, Santa Fe, NM 87507
	Planned Activities	Habitat for Humanity will provide emergency home repair for homeowners who qualify for the assistance.
3	**Project Name**	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
	Target Area	
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing

	Needs Addressed	Rental Units & Support Services AFH Factor: High Housing Costs AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100
	Description	Predevelopment, acquisition and soft costs for (45) Affordable rental unit development. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will develop an affordable townhouse unit style on Calle La Resolana. The development will provide housing for 45 households earning below 80% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	45 households earning less than 80% of AMI will be served to include (11) ELI and (34) LI.
	Location Description	1115 Calle La Resolana, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will provide pre-development activities for affordable rental development comprised of 45 units.
4	**Project Name**	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Rental Rehabilitation AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100

	Description	Villa Consuelo offers 100 Infill Rental Units and Support Services for Low Income households at or below 50% AMI. Funds will be used for soft costs associated with rehabilitation of 100 units to replace HVAC, windows, floor coverings, bathrooms and kitchens and bring each unit into 100% ADA compliance. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will rehabilitate the affordable units at Villa Consuelo which are inhabited by individuals earning at or below 50% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (100) households earning less ELI-MLI, mainly seniors, will benefit from the rehabilitation of the rental units.
	Location Description	1200 Camino Consuelo, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will rehabilitate 100 affordable rental units.
5	**Project Name**	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $21,660

	Description	Security system expansion for the TLP/Cold Weather Shelter serving (30) ELI-LI youth ages 17-21. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will install an expanded security system for the Youth Emergency Shelter and Transitional Living Program/Cold Weather Shelter in order to increase mitigation of unauthorized resident contact with non-residents, flight of minors, co-mingling, and provide security for on-site staff.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (30) individuals ages 17-21 will benefit from the proposed project. The Youth Emergency is a 24-hour safe haven for youth in crisis ages 10-17. The Transitional Living Program is a supervised home and apartment setting for youth ages 17-21 attending school, job training, or working as youth transitioning to independence. The Cold Weather Shelter is a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months.
	Location Description	4435 Airport Rd., Santa Fe, NM 87507
	Planned Activities	Youth Shelters and Family Services will expand the security system for the TLP and the Cold Weather Shelter.
6	**Project Name**	SFPS Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 4: Create more access., afford. qual. hou AFH Goal 5: Improve access to high quality schools AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Support Services for Homeless and At Risk Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $32,970

	Description	The liaison project links Adelante parents, their children K-12. Organizational Mission: The Santa Fe Public School (SFPS) Adelante Program works to strengthen opportunities for the academic achievement and life success of Santa Fe children and youth who are experiencing homelessness. Based on the federal McKinney-Vento Homeless Assistance Act, SFPS Adelante Program is part of the Santa Fe Public Schools and a fiscal project of Santa Fe Partners in Education Foundation. Services are bilingual and include advocacy, tutoring, evening programs, case management and providing material aid such as school supplies and clothing. Project Services: SFPS Adelante will provide staffing for multi-level, bilingual services to students and their families. The increased staffing will facilitate and expand access to long term, stable housing for a minimum of eight hundred and fifty (950) children, youth and their families experiencing homelessness. Children ages birth through five years of age, receive appropriate support in order to be prepared for Kindergarten. School age children experiencing homelessness receive the appropriate support to succeed in school. School age youth that are disconnected from school and experiencing homelessness will receive support to re-engage with school or attend an alternative program with career pathways.This project incorporates actions from the following AFH Goals: 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (950) youth and ELI/and or Homeless families will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505
	Planned Activities	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless through McKinney-Vento.
7	**Project Name**	Coming Home Connection-Casa Cielo
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations AFH Goal 4: Create more access., afford. qual. hou
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Accessible Housing for Disabled
	Funding	CDBG: $18,856

	Description	Staffing for End of life home and services for 15 Homeless, ELI and LI individuals. Organization Mission: For over ten years Coming Home Connection has provided skilled and compassionate in-home care to those in need in Santa Fe and the surrounding counties. They provide unique volunteer-hybrid model combines free and low-cost care, administering services to a wide range of people regardless of their ability to pay. Caregivers, all of whom are trained and background checked, are committed to honoring the dignity and privacy of each care recipient, and providing the highest quality of care. Project Goals: Casa Cielo will provide staffing specializing in care for the end-of-life and hospice support, for (15) elderly, indigent and ELI-LMI individuals facing end of life housing and care needs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (15) homeless, ELI-LMI individuals facing the end of their life will benefit from the proposed activities.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home-Casa Cielo will provide end of life services and housing for individuals facing terminal illness and/or are at the end of their life stage.
8	**Project Name**	Interfaith Women's Summer Safe Haven Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $28,000
	Description	Staffing for Support Services/Emergency Shelter: WSSH will provide safety, security and community for 160 women and their children from May through October 2019. Organizational Mission: Interfaith Community Shelter offers hope and a safe place for anyone who is homeless or vulnerable as they overcome adversity, providing short-term survival services and long-term services in collaboration with other local service provider partners. Project Service: Interfaith will increase staffing for the Women's Summer Safe Haven (WSSH).This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (160) homeless/at risk for homelessness ELI to LI women and their children will benefit from the proposed activities.
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Interfaith Shelters will provide shelter services for women and their children who are homeless or at risk for homelessness from May-October in 2019 and May-June in 2020.
9	**Project Name**	Youth Shelters and Family Services Street Outreach Program
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $18,840
	Description	Funding will provide staff for outreach services at the Interfaith Community Shelter during the Winter season and during year-round Resource Center hours. Additional relief staff hours will continue at the drop in center to ensure shifts are covered. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will provide staffing for street-based critical services such as food, water, clothing emergency aid supplies, tents, backpacks, sleeping bags and blankets to six hundred and fifty (400) ELI youth up to age 21. The Street Outreach Program also has a Drop-in Center where youth who do not have a safe place to live can shower, do laundry and receive case management support services.This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum number of (400) homeless/ELI-LI individuals will benefit form the proposed activities.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501

	Planned Activities	Youth Shelters and Family Services will provide outreach and linkage to housing services to youth and young adults who are homeless or at risk for homelessness.
10	**Project Name**	Project Administration
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $131,810
	Description	Administrative and staff activities associated with CDBG projects and services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total number of (1,700) ELI-MI individuals and households to benefit from the proposed CDBG projects.
	Location Description	500 Market Street, Suite 200, Santa Fe, NM 87501
	Planned Activities	Administration of 2019-20 CDBG projects.
11	**Project Name**	Housing Trust Principal Reduction
	Target Area	Citywide

	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $50,000
	Description	Provide mortgage reduction assistance for homeowners 80% AMI and below through Program Income. Of the $50,000 expected in resources, 100% will be Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately three households will benefit from this mortgage reduction assistance activity funded through the generation of Program Income.
	Location Description	1111 Agua Fria St., Santa Fe, NM 87501
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.
12	**Project Name**	Amendment #1: Midtown Shelter - CV
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk
	Funding	CDBG - CV: $361,227
	Description	The City will dedicate dormitory rooms and student housing facilities to house a total 150 homeless people. The objective is to prevent infection, address health needs for infected people and reduce the likelihood of an outbreak among homeless people. CARES funds will be used to support coordinated case management services and shelter staffing in response to the COVID-19 pandemic, as well as basic operating costs for the shelter, including meals, linen services, office supplies, insurance, cleaning and disinfecting services and personal health care/hygiene items for guests.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 150 homeless people will be housed at the Midtown Shelter.

	Location Description	1600 St Michael's Drive, Midtown Property (formerly the Santa Fe University of Art and Design)
	Planned Activities	Most of the people housed at Midtown are homeless or without a safe place to be quarantined or to maintain social distancing. As such they are highly vulnerable to infection from COVID-19 and also likely to spread the virus if living on the streets or in a shelter. Other case management needs are also provided. For those who are COVID positive or awaiting test results, medical support will be coordinated to ensure proper quarantining protocols, in addition to referral to more intensive medical care if needed. Residents are provided a single occupancy room with a TV and three meals per day. The shelter also provides a safe place for people discharged from the hospital (either post treatment or for other reasons), recovery programs and detention facilities. Also important, is that converting this facility to house homeless people reduces the population density at the area shelters, enabling them to observe social distancing guidelines. The shelter also provides a safe place for people, either infected or vulnerable to infection to be discharged from hospitals and other institutions.
13	**Project Name**	Santa Fe Suites – Acquisition, Operations, Subsidy
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Acquisition and Rehabilitation AFH Factor: High Housing Costs AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $581,333
	Description	Santa Fe Suites offers 122 studio apartments for three different income ranges: workforce renters (below 120% AMI), very low income renters (below 60%AMI) and individuals and families transitioning out of homelessness (below 30%AMI). Put into service in late 2020, the property is owned by a national nonprofit, Community Solutions, and operated by St Elizabeth Shelter as a permanent supportive housing option for people transitioning out of homelessness. Support services are offered on site and several renters are subsidized with rental assistance from other state and federal sources. Programming continues to be developed as needs emerge.

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (40) households earning less ELI-MLI, mainly households transitioning from living in hotel stays and local shelters, will benefit from enhanced support services and rental subsidy.
	Location Description	3007 S **Saint Francis** Dr, **Santa Fe,** NM 87505
	Planned Activities	Use reimbursement funds to directly infuse cash into the property's operating budget to further support services provided on site and partial rental subsidy.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and provided related services citywide, rather than focusing on a specific area or neighborhood. Though it is desired to utilize CDBG towards rental units such as the Soleras Station project and additional rental developments in the Midtown Campus Qualified Census Tract, the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. One LIHTC project (Calle La Resolana) chosen this year will be developed along the main corridor of the City near Cerrillos Rd and will serve a growing area of need. The LIHTC application and award timeline does not often synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2019 CDBG program year will serve extremely low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also

the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing as well as end of life needs for homeless and/or ELI-LMI individuals. The public service projects are Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven, Coming Home Connection-Casa Cielo. Installation of an expanded security system for the Youth Shelters and Family Services TLP/Cold Weather Shelter is a facility improvement project to serve homeless youth to young adults. Maintenance of homes and energy efficiency upgrades with home repair assistance and affordable rental rehabilitation projects include Habitat for Humanity Home Repair and the Santa Fe Civic Housing Authority-Villa Consuelo Apartments rehab. An additional development project of affordable rental units with an emphasis on sustainable design is the Santa Fe Civic Housing Authority-Calle La Resolana which are also included in 2019-2020 funding. Finally, home ownership opportunities are increased for LMI households through the Homewise-Mortgage Principal Reduction Assistance project. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	158
Special-Needs	0
Total	308

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	130
Acquisition of Existing Units	0
Total	175

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Households shown above to be supported through CDBG funded affordable housing in 2019-20 include

OMB Control No: 2506-0117 (exp. 09/30/2021)

estimates of (158) households receiving support through downpayment assistance and affordable rental developments. Calle Resolana will provide (45) new units, Habitat for Humanity and Villa Consuelo projects will provide (130) rebabbed units. The total projects addressing homelessness for the 2019-20 fiscal year will serve the following through public service and shelters: 950 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 400 youth households reached through outreach and other services; 3 through the Coming Home Connection End of Life services; and 30 through the Youth Shelters and Family Services TLP/Cold Weather Shelter security system expansion. Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance; 100 households served with rehabbed, affordable apartment rental units; 45 households served with new affordable rental units; 12 individuals provided with end of life services through Coming Home Connection-Casa Cielo and 12 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2019-2020 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, a LITHC mixed-use development proposal was approved for 65 units at the Siler Yard to be completed in 2020.

Amendment #1: This amendment proposes directly addressing the shelter and services needs of 150 individuals and families, who are currently unhoused during the COVID-19 pandemic. The dual purpose of this project is to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective is to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests can be discharged, as well as sheltering people leaving detox/recovery programs or detention centers who would otherwise be vulnerable to infection.

Amendment #2: The second amendment proposes to use CARES Act funds to further subsidize the operations and rental costs for 40 residents/units at the Santa Fe Suites property. Importantly, these funds will support the development of robust, on site programming for people transitioning out of homelessness, or temporary housing situations deployed to meet pandemic-related housing needs such as long term hotel stays or the Midtown Shelter.

AP-60 Public Housing – 91.220(h)

Introduction

This section describes how the City and the local housing authorities will work together to address the needs of residents of public housing, Housing Choice Voucher holders and other extremely low income residents.

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted in the project list, the Santa Fe Civic Housing Authority, will update 100 units at Villa Consuelo and were granted CDBG rehab funding for soft costs associated with this project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHAs are not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities and the City will be working to better coordinate outreach to make sure we are reaching everyone. The Resource Center called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing,

transportation are a few of the services provided at Pete's Place, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2019-20 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 160 women and their children.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts will concentrate on housing all of those in the City who are chronically homeless. The coordinated entry system will be used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe.

Addressing the emergency shelter and transitional housing needs of homeless persons

St. Elizabeth operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. These shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight apartments for seniors. *Sonrisa Family Shelter is a transitional housing program* with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter is a largely volunteer agency consisting of 40+ faith and community groups and nearly 2,000 active volunteers. ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, the three

components of programming are the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate three days a week, year round, with 12 partner provider agencies.

Life Link, established in 1987 in a motel, has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, pyscho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza is a full service organization offering advocacy, counseling, case management and legal advocacy for survivors of domestic violence. It operates a 24/7 Crisis hotline 1-800-473-5220, as well as, a shelter that can house up to 32 people. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth each year. The organization annually provides thousands of bed nights for youth through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood. Youth ages 10-17 can stay at the emergency shelter for 1 - 90 days, youth ages 17-21 can stay in the transitional, apartment-style living units for up to 18 months, and youth ages 18-24 can stay in the scattered site rapid rehousing apartments for up to 2 years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force began meeting in October of 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." The task force reported back to the Governing Body and these recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is

given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2019-20 program year, the City proposes to use $47,100 of funds to support the rehabilitation of Villa Consuelo Apartments, a 100-unit property that provides housing for at risk populations earning at or less than 50% AMI. The Coming Home Connection-Casa Cielo program will provide hospice beds for a minimum of 3 homeless individuals and 12 ELI-LMI at risk for homelessness individuals facing end of life needs.

Amendment #1: An important component to the shelter provided at Midtown is matching residents with the necessary social services to meet and improve the other social determinants of health. Another piece is to streamline outreach with connecting people to shelter The City anticipates that the Midtown Shelter will provide the basis for better data collection (understanding who is homeless and who needs help) and integrating them into a coordinated system of social services.

Amendment #2: The 40 units at Santa Fe Suites dedicated to residents who are transitioning out of homelessness and temporary housing situations address a major gap in Santa Fe's efforts to end homelessness. The city's homeless services providers have ample capacity to provide emergency housing but there is a deficit of long-term units in the affordable housing market place. For people whose stays in shelters have been recurring, having a permanent home is truly life-changing in that other social services, mental health and medical needs are simultaneously addressed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter for youth with special needs and/or at risk of homelessness), Interfaith (Women's

and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless students in Santa Fe Public Schools. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters. Casa Cielo is a new program funded through CDBG for 2019-2020 and will address the needs of elderly and/or terminally ill individuals facing end of life transitions. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors and those starting a new chapter toward addiction recovery within the community. It was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems.

Amendment #1: A primary focus for the project proposed in this amendment is to streamline the placement into housing of people being discharged from institutions, detention centers and recovery programs. Without a safe and socially distant place to stay, many of these people would be even more vulnerable to infection than the average person.

Amendment #2: This second amendment proposes to support the next step for serving the residents of Midtown and long term hotel stays, as well as those transitioning from immediate homelessness. Importantly, the Santa Fe Suites will provide a long term housing option for those who would otherwise be most at risk of Covid infection and spread.

Discussion

See above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2019 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing; efforts are being made to introduce an ADU ordinance which will ease restrictive Land Use codes for building accessory dwellings, and therefore, provide incentive for infill development and increased accessory dwelling housing throughout the City.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, *and* the lack of public transportation; CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. Lack of fair housing information and supportive services; The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a "very serious" contributing factor; The public engagement survey application of MetroQuest, will be incorporated into the outreach plan and used to provide an online venue, accessible through the City's website and social media. The application will be utilized to attract a more demographically diverse representation in voices and opinions to be shared throughout the City.

The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Currently in place, an amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program and allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. In the upcoming year, the code will sunset and will be amended to appropriately charge fee amounts, provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Construction is anticipated to commence by the end of 2019.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-

restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

Madera Apartments: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

Markana Apartments: A 188-unit project in the development approval process that is proposed for a 7-acre site near Home Depot. The units will be rented at moderate rents and residents will have easy access via transit to Santa Fe's main commercial areas.

Turquesa Apartments: A 240 unit apartment project that has received final approvals from the Planning Commission. Located near the Santa Fe Place Mall, the site offers great access to shopping, transit, other amenities and the Arroyo Chamiso bike trail.

Vizcaya III: the final phase of an existing rental property, this project will offer 52 units, with a mix of 1 and 2 bedroom sizes. The site is located near shopping areas, transit and a trail connection to the Arroyo Chamiso trail.

Capital Flats: this project is located in a redeveloping mid-town area near the Capital Station Railrunner Station and will provide 139 studio, 1BR and 2BR units. The property is within walking distance of several retail centers and the Rail Trail which connects to the Acequia Trail and the Arroyo Chamiso trail for bicycle and pedestrian connectivity.

Acequia Lofts: this multifamily community is planned for site off Agua Fria road, in a transition area between single family neighborhoods and the more commercial and mixed use areas near the intersection with Siler Road. 120 units will be built in a combination of 1BR and 2BR sizes. The site is located near the River Trail and easy biking distance of downtown, shopping areas, and community amenities.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, recovery from the damage that was done to the financial status of many households, especially low and moderate income households, is still slow; for many, recovery has not happened. The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs.

Even before the economic downturn, a common obstacle to the underserved need of homeownership for Santa Fe residents was lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs.

A focus in 2018 as well as 2019, has been on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic

vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City’s inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City’s Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is

required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2019-2020 will provide continuity in 2019 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link.)
- Modify the Santa Fe Homes Program (SFHP) so that the rental requirement is relevant to the housing needs in the community. (Underway)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yard is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that reduce the number of poverty level families are:

- Conserve and maintain Santa Fe's existing housing stock and residential neighborhoods.
- Continue to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water

heaters.

- Support the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

During the current program year, the City will continue the successful institutional delivery efforts and, when needs arise, work with partners to address those challenges with program delivery.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The main strengths of the current institutional delivery system is the wide range of services provided by the City or the funding of Non-profit organizations to offer an array of services to low to moderate income residents. The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2019 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable

workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers/homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older,

smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities. As a manner of addressing these needs, a new resolution to increase accessible dwelling units is in the works with Land Use and Housing partnering to create solutions to the challenge. The resolution, if adopted, will affect zoning regulations and density barriers, and proposes ADU's as age in place alternatives that will also serve to provide much needed, additional infill housing inventory throughout the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2019.

Projects funded for FY2019-2020 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Public services are limited to 15% of the entitlement award and for this upcoming year four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center, the Womens Summer Safe Haven Shelter and Coming Home Connection-Casa Cielo. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those 81-120 AMI%.

The activity proposed for funding in this amendment will not result in the generation of program income.

See above.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of $581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Public Works Committee: 08/09/2021
Governing Body: 08/11/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7e

Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of $581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Public Works Committee: 08/09/2021
Governing Body: 08/11/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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: July 27, 2021

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

Via: Regina Wheeler, Public Works Department Director RW

From: Melissa McDonald, RLA, Acting Parks Director/River and Watershed Manager MMc
Zoë Isaacson, River and Watershed Project Administrator ZRI

ITEM AND ACTION: Approval of ordinance authorizing execution of Clean Water State Revolving Fund loans of up to $4,180,000 for priority stormwater improvement projects identified in the Stormwater Management Strategic Plan.

BACKGROUND: As called for in the Stormwater Management Strategic Plan adopted by the Governing Body in 2019, the River and Watershed section worked with NMED to secure an offer for Clean Water State Revolving Fund (CWSRF) loans for construction of priority stormwater improvement projects (see attached offer letter).

This loan will be used for projects intended to prevent further degradation of the riparian corridor and contributing drainages. Specifically, this money is anticipated to be used to fund the following projects:

- The Santa Fe River Repairs Phase 3: bank stabilization and plantings downstream of Ricardo Bridge to repair damaged from 2018 flood (estimated construction and construction management costs: $920,000.00)
- Arroyo de los Pinos (3 sites): bank stabilization, channel grade control and repair of failures caused by 2018 flood (estimated cost for all three projects, construction and construction management: $ 3,100,000.00)

The listed projects will be 100% designed at time of loan acceptance and loan funds will be used for construction. Actual loan agreements will be provided once bids for construction of the projects have been secured so that the loan amounts will be for the construction costs. The loan package also includes an interest rate of 1% and a federal subsidy grant of $180,000. Stormwater Management Fee revenues will be pledged to repay the loan.

In order to do so, the City must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the pledged revenues. The final maturity date on the loan shall not extend beyond the agreed upon useful life of the project. Money will be budgeted on a project-by-project basis, with an amount not to exceed $4,000,000.00. Loan repayment plans range from 10 to 30 years and are negotiated at the time of execution of the loan, but may not extend beyond the useful life of the project. The

Loan must be repaid in substantially equal annual installments in the agreed upon amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project.

Pending the time to complete city internal processes, including acceptance of the city's FY20 audit, construction is tentatively scheduled to begin in November 2021.

ATTACHMENTS:
Ordinance
Fiscal Impact Report
Exhibit A – Location Map of Projects Listed
Exhibit B – NMED Offer Letter
Exhibit C – City Attorney Opinion

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE CITY OF SANTA FE ("BORROWER") TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT ("NMED") FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS UP TO THE AMOUNT OF $4,000,000 PLUS ACCRUED INTEREST AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF $180,000 FOR A TOTAL FUNDED AMOUNT NOT TO EXCEED $4,180,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; AND PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFORE.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created public body organized under

the general laws of the State of New Mexico ("State"); and

WHEREAS, the Borrower now owns, operates, and maintains a public utility, which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the Loan Agreement and Note are required to be payable solely from the Pledged Revenues; and

WHEREAS, the loan and grant subsidy funds for this Project are proposed to include funds from a one-time federal grant to the NMED from the Environmental Protection Agency ("EPA"); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following previous obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2021 (use the most current fiscal year end date)	Is the listed funding source superior, subordinate or on parity with this funding?
	None	

WHEREAS, in order to receive the loan funds the Governing Body of the Borrower must determine that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the

meanings specified below, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

Act means the general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

Annual Audit or Single Audit means the financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

Authorized Officer means the Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by the Borrower's Resolution No. 2021-__ adopted by the governing body of the Borrower, as amended.

Borrower means the entity requesting funds pursuant to the Act.

Fiscal Year means the twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

Funds means loan and Loan Subsidy Grant funds.

Governing Body of the Borrower means the city of Santa Fe governing body.

Loan means loan of funds from NMED made pursuant to the Loan Agreement.

Loan Agreement means the loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of

execution.

Loan Subsidy Grant means a sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

NMSA means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

Note means the interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

Operation and Maintenance means all reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

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

Parity Bonds or Parity Obligations means revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

Pledged Revenues means stormwater fees imposed by the City of Santa Fe as provided in Chapter 13-1-5 of the Santa Fe City Code 1987.

Project means the most current NMED approved Project Description listed on the Project Description Form on file with NMED.

Project Completion Date means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

Regulations means regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Subordinate Obligations means other obligations payable from the Pledged Revenues

issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

System means the stormwater drainage improvements owned and operated by the City of Santa Fe.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers, and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

A. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

B. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

C. The Project is and will be part of the System.

D. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a stormwater management system and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of Four Million Dollars ($4,000,000) and the Loan Subsidy Grant amount of One Hundred and Eighty

Thousand Dollars ($180,000) excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

A. For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed Four Million Dollars ($4,000,000) plus accrued interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, and the annual interest rate on that principal amount shall not exceed one percent (1%) per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365-day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

B. The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The Loan Subsidy Grant amount shall not exceed One Hundred Eighty Thousand Dollars ($180,000) without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the

Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

C. The form of the Loan Agreement and the Note are approved. The Mayor hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

D. From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the Pledged Revenues. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

A. **OPERATION AND MAINTENANCE**. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

B. **PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

C. **EQUITABLE AND RATABLE DISTRIBUTION**. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, 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 or creation.

D. **SUBORDINATE OBLIGATIONS**. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note. Thereafter, Pledged Revenues shall be applied to the payment of the amounts due on subordinate obligations, if any.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged

Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

A. The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

B. Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

A. The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

B. If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

C. The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of

default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. Following execution and delivery of the Note and Loan Agreement, this Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and shall remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or Ordinance, or part thereof, heretofore repealed.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Clean Water State Revolving Loan Acceptance


River Repair at Don Jose Outfall
CAMINO ALIRE
NAZARIO ST
HICKOX ST
CAMINO DE LA VUELTA
CALLEJON EMILIA
AVENIDA CRISTOBAL COLON
CAMINO LA CANADA
AGUA FRIA ST
MONTANO ST
POTENCIA ST
CERRILLOS RD
ACEQUIA DE LAS JO


Arroyo De Los Pinos (3 Sites)
Site 1
Site 2
Site 3
SIRINGO RD
CERRILLOS RD
CALLE PRINCESA JUANA
CALLE CABALLERO
SIRINGO RONDO S
SIRINGO RONDO E
CAMINO PRINCIPE
CAMINO CARLOS REY
CALLE CEDRO
PONDEROSA LN
PASEO DE LOS CHAMISOS
CAMINO RANCHO SIRINGO
BELLAMAH DR
AVENIDA CHAPARRAL
RICHARDS AVE

June 30, 2021

Melissa McDonald, River and Watershed Manager
City of Santa Fe
500 Market Street Ste 200
Santa Fe, New Mexico 87501

RE: 2021 Clean Water State Revolving Loan Fund proposed financing for projects included in City of Santa Fe's Stormwater Management Capital Improvement Plan.

Dear Melissa McDonald:

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the above referenced project application. We are pleased to provide the City of Santa Fe (City) with the following funding offer:

CWSRF Loan at 1% Interest Not to Exceed	$4,000,000.00
CWSRF Grant Subsidy Funding Not to Exceed	$180,000.00
Total Loan/Grant Subsidy Funding Not to Exceed	$4,180,000.00

The loan term is up to 30 years based on the weighted average useful life of the project; a shorter amortization can also be accommodated. The loan term is not required up front but at the time the final loan agreement is executed.

We respectfully request a response by August 6, 2021 If you accept the offer, please reply by email. If you have any questions or need any additional information, please don't hesitate to e-mail me at Judi.Kahl@state.nm.us. We look forward to working with the City on this project.

Sincerely,

Judith L. Kahl
Digitally signed by Judith L. Kahl
Date: 2021.06.30 10:41:39 -06'00'

Judith L. Kahl, P.E.
Bureau Chief, NMED Construction Programs Bureau

cc: Brad Fluetsch, Cash & Investment Manager, City of Santa Fe
Zoe Isaacson, River and Watershed Project Administrator, City of Santa Fe
Andrea Telmo, P.E., NMED CPB Project Manager
Rhonda Holderman, Financial Manager, Loans and Grants
Tye Franz, NMED CPB Loan Section Manager

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

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	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature:
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: August 6, 2021

To: Governing Body

From: Geralyn 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 George R. R. Martin's birthday celebration on September 18 and 19, 2021.

EXECUTIVE SUMMARY:
The proposed resolution authorizes the sale and consumption of beer and wine at the Montezuma Pocket Park during George R. R. Martin's birthday celebration on September 18 and 19, 2021 pursuant to the requirements of SFCC 1987, Section 23-6.2(C).

BACKGROUND:
Section 23-6.2(C), requires the approval of the sale and consumption of alcohol on City property by Resolution. 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 18-19, 2021, at the Montezuma Pocket Park, in conjunction with the celebration of George R. R. Martin's birthday.

ACTION REQUESTED:
Request for approval of the resolution authorizing the sale and consumption of beer and wine at the Montezuma Pocket Park for the George R. R. Martin birthday celebration on September 18 and 19, 2021.

ATTACHMENTS:
Resolution
FIR

FIR No. 10333

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): **Alcohol Consumption for GRR Martin Birthday**

Sponsor(s): Councilwoman Renee Villarreal

Reviewing Department(s): Community Engagement

Staff Completing FIR: Geralyn Cardenas Date: 8/2/21 Phone: 505-955-6692

Reviewed by City Attorney: _____ Date: Aug 6, 2021

Reviewed by Finance Director: _____ Date: Aug 5, 2021

Summary:
This Resolution approves the sale and consumption of Beer and Wine at the Montezuma Pocket Park for George R. R. Martin's birthday celebration on September 18th and 19th, 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:
City Clerk, Parks and Recreation Department.

Consequences of Not Enacting Legislation:
No alcohol will be allowed at George R. R. Martin's birthday celebration.

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 (Aug 6, 2021 12:11 MDT)

Email: gfcardenas@santafenm.gov

Signature: Kristine Mihelcic (Aug 6, 2021 10:24 MDT)

Email: kmmihelcic@santafenm.gov

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 A CELEBRATION OF GEORGE R. R. MARTIN'S BIRTHDAY ON SEPTEMBER 18 AND 19, 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(C); 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 requires the resolution to be adopted 30 days prior to the event; and

WHEREAS, Highgarden Entertainment, LLC, desires to operate a beer and wine garden on the weekend of September 18-19, 2021, at the Montezuma Pocket Park as part of a celebration for George R. R. Martin's birthday and

WHEREAS, on July 28, 2021 the Governing Body adopted Resolution No. 2021-42 which authorized alcohol service at the Montezuma Pocket Park on September 3-4 for the Sky Railway Grand Opening celebration; 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: George R. R. Martin Birthday

Date: September 18-19, 2021

Hours: 2:00 p.m. to 9:00 p.m. on Friday, September 18 and 12 noon to 5:00 p.m. Saturday, September 19

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: 60-80

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 for GRR Martin Birthday

City of Santa Fe, New Mexico
Memorandum

DATE: **July 21, 2021**

TO: **Quality of Life Committee, Public Works and Utilities Committee, Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Zoe Isaacson, River and Watershed Project Administrator** ZRI
Caryn Grosse, Facilities Project Administrator Sr cg

ITEM AND ACTION:
Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Easement within a Portion of Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4; Zoe Isaacson, zrisaacson@santafenm.gov, 505-955-6853, and Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938

BACKGROUND AND SUMMARY:

Permanent Trail, Open Space and Flood Control Easement:
Santa Fe County requests an easement for 1.51 acres of undeveloped City property to construct an access location to the next segment of the Santa Fe River Trail from Siler Road to San Ysidro Crossing. The subject property is a portion of the City's proposed 1980's Richards Avenue extension (Warranty Deed recorded in Misc. Book 653, page 557, records of Santa Fe County).

This memo is a request to enter into a City/County Permanent Trail, Open Space and Flood Control Easement Agreement, that would allow County use of the Richards Ave. right-of-way for the purpose of constructing and maintaining an access to the Santa Fe River Greenway, similar to the License for Access and Use agreement signed in 2014 for use of the Camino Rael right-of-way (Exhibit E). Relevant City departments have confirmed that the City has no current plans for development and the easement does not conflict with existing infrastructure. There is also a provision within the agreement which allows the City to change course and utilize the land if desired.

The proposed easement will be utilized as an access trail to the Santa Fe River Greenway which, when completed, will extend from Patrick Smith Park on E. Alameda to the Waste Water Treatment Plant on Paseo Rael. Outfitting the trail system with multiple points of access enhances opportunities for equitable use of the Greenway, increases city-wide connectivity and provides an off-street transportation option for bicyclists and pedestrians regardless of where they are located.

Buckman Booster Station #4 Easement Agreement for Photovoltaic Facilities:
The City of Santa Fe requested an easement for 0.67 acres of Santa Fe County property across the street from Buckman Booster Station #4, as shown in Exhibit I, for the purpose of installing a photovoltaic array at Buckman Booster Station #4 (BS4). The City of Santa Fe owns and operations BS#4 as part of the Buckman Well Field. The County has an agreement with the City to purchase water from this well field.

The investment-grade energy audit (IGA) associated with the City's Guaranteed Energy Savings Performance Contract recommended installation of a 396 kW solar photovoltaic array at BS4 to offset 60%

of the historic energy usage for this facility. Under the terms of this easement agreement, a portion of the array will be installed on City owned land and the remainder on 0.67 acre of County owned land.

This project benefits Santa Fe County meet its goals and services to residents and aligns with a number of the principles in the 2015 Sustainable Growth Management Plan, including:

- Promoting energy conservation, efficiency and renewable energy applications
- Reducing energy costs to move and treat water within the City water system
- Reducing carbon and greenhouse gas emissions associated with the production of that energy by using renewable energy sources
- Supporting green industries related to energy and water conservation technologies and investing in regional and small scale renewable energy infrastructure
- Contributing toward Santa Fe County's "We Are Still In" Pledge with the stated goal to cut carbon emissions in half by 2030
- And encouraging residents, businesses, and local governments within Santa Fe County to reduce their environmental impacts.

The term of the Buckman Booster Station #4 Easement Agreement is for 40 years, or as long as the PV facilities are operational, whichever is shorter. The City of Santa Fe will be responsible for installing and maintaining the array at this site for the duration of the agreement.

SCHEDULE:

Buckman Booster Station #4 Easement Agreement is scheduled for review by the Board of County Commissioners on August 10, 2021. The schedule for both of these agreements to be reviewed by the City of Santa Fe is as follows:

Public Works Committee – August 9, 2021
Governing Body – August 11, 2021

EXHIBITS:

A – Draft of Permanent Trail, Open Space and Flood Control Easement;
B – Request by Scott Kaseman on behalf of Santa Fe County;
C – Deed to the City of Santa Fe recorded in Book 653, page 557
D – Outline of Santa Fe River Greenway Project
E – 2014 License for Access and Use Agreement
F – GIS Map of Easement location
G – Buckman Booster Station #4 Easement Agreement
H – Buckman Booster Easement Tract A Las Campanas
I- Buckman Booster Station #4 Photovoltaic Site Plan

PERMANENT TRAIL, OPEN SPACE and FLOOD CONTROL EASEMENT

THIS EASEMENT made this ____ day of _____, 2019, by and between the **CITY OF SANTA FE, a NEW MEXICO MUNICIPAL CORPORATION**, with a principle address of 200 Lincoln Ave., Santa Fe, New Mexico 87501 (hereinafter "Grantor") and **THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, a political subdivision of the State of New Mexico** (hereinafter "Grantee"), 102 Grant Avenue, Santa Fe, New Mexico 87504.

WITNESSETH, that the Grantor, for no consideration paid, which is hereby acknowledged, does hereby grant and convey to the Grantee, a perpetual non-exclusive easement ("Easement") to construct, use, maintain, and do all other things necessary for the construction, use and maintenance of flood control structures, open space, utilities, bicycle and pedestrian trail in, on, through, over, under, and across, and including rights for ingress and egress to and from the Easement over Grantor's adjoining lands. The Easement lies upon the following described parcel of real property:

SEE EXHIBITS "A" and "B"

Grantor covenants that it is the owner of the above-described parcel of real property, and that said real property is free and clear of encumbrances and liens.

The purpose of the Easement is also to provide access in connection with the restoration of the Santa Fe River, including construction activities, grading, channel and bank stabilization, and maintenance (collectively referred to as "Flood Control") and all other things necessary for Flood Control.

It is understood and agreed by Grantor and Grantee that the grant of this Easement shall not adversely affect Grantor's future rights to utilize or develop the Grantor's property for its intended purpose of road construction, utility and drainage purposes. Grantee shall not convey any interest in the real property within the Easement without the prior written consent of the Grantor.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. This Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, et seq.

IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR - CITY OF SANTA FE

_____ _____

ALAN WEBBER, MAYOR Date

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK Date

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY 10/4/19 Date

APPROVED:

MARY MCCOY, FINANCE DIRECTOR Date

Munis 2122800

ACCEPTED AND APPROVED:

GRANTEE - SANTA FE COUNTY

Anna T. Hamilton, Chair Date
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

Rachel A. Brown Date
Interim Santa Fe County Attorney

EXHIBIT "A"

PARCEL B-8 DESCRIPTION

ALL THAT PORTION OF THE RICHARDS AVENUE RIGHT OF WAY, SHOWN ON ROW MAP NM PROJECT #M-4811(2) AND PARCEL 5-3 NRW WITHIN SECTION 32, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LIMIT OF SAID RIGHT OF WAY, SAID POINT BEING THE MOST WESTERLY CORNER OF TRACT TWO AS SHOWN ON A PLAT RECORDED IN BOOK 218 ON PAGE 016 IN THE OFFICE OF THE SANTA FE COUNTY CLERK,

THENCE S21°50'27"E, 526.42 FEET;
THENCE S88°21'31"E, 47.68 FEET;
THENCE S21°42'46"E, 7.51 FEET;
THENCE S68°15'10"W, 184.92 FEET;
THENCE COUNTERCLOCKWISE 64.64 FEET ON A CURVE HAVING A RADIUS OF 40.98 FEET AND A CHORD OF N23°18'59"E, 58.15 FEET;
THENCE N21°51'57"W, 507.55 FEET;
THENCE N21°52'40"W, 81.81 FEET;
THENCE N52°42'50"E, 111.60 FEET;
THENCE S11°11'22"E, 42.66 FEET;
THENCE S21°52'00"E, 65.55 FEET;
THENCE N65°58'40"E, 0.53 FEET;

MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 1.51 ACRES, MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT B, ATTACHED HERETO.

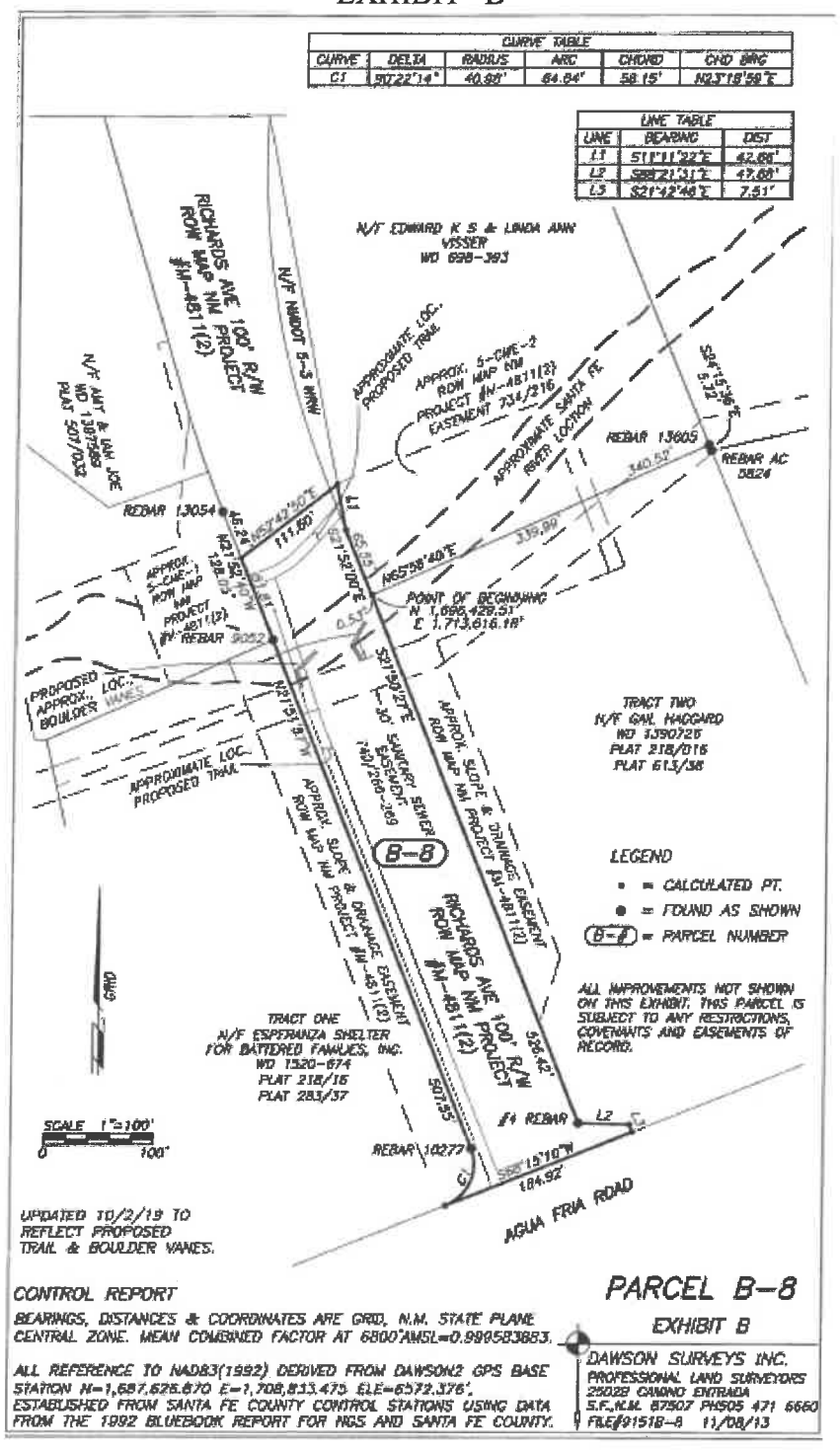
DIEGO J. SISNEROS, N.M.P.L.S. 13986



10/2/2019

EXHIBIT A

EXHIBIT "B"


CURVE TABLE
CURVE | DELTA | RADIUS | ARC | CHORD | CHD BRG
C1 | 90°22'14" | 40.92' | 64.84' | 58.15' | N23°18'59"E
LINE TABLE
LINE | BEARING | DIST
L1 | S11°11'22"E | 42.66'
L2 | S88°21'31"E | 47.61'
L3 | S21°42'46"E | 7.51'
N/F EDWARD K S & LINDA ANN VISSER WD 698-393
RICHARDS AVE 100' R/W ROW MAP NM PROJECT #M-4811(2)
N/F NMDOT S-3 MRW
N/F AMY & IAN JOE WD 1307589 PLAT 507/032
APPROXIMATE LOC. PROPOSED TRAIL
APPROX. S-CURVE-2 ROW MAP NM PROJECT #M-4811(2) EASEMENT 734/216
APPROXIMATE SANTA FE RIVER LOCATION
REBAR 1.3605
REBAR AC 5824
340.52'
339.99'
REBAR 1.3054
N65°42'30"E 111.80'
N21°52'10"W 128.73'
N65°58'40"E
POINT OF BEGINNING N 1,695,429.51' E 1,713,616.18'
APPROX. S-CURVE-1 ROW MAP NM PROJECT #M-4811(2)
REBAR 3052
PROPOSED APPROX. LOC. BOULDER VANES
APPROXIMATE LOC. PROPOSED TRAIL
S21°50'27"E
30' SANITARY SEWER EASEMENT 740/268-269
APPROX. SLOPE & DRAINAGE EASEMENT ROW MAP NM PROJECT #M-4811(2)
B-8
RICHARDS AVE 100' R/W ROW MAP NM PROJECT #M-4811(2)
TRACT TWO N/F GAIL HAGGARD WD 1390726 PLAT 218/016 PLAT 61.5/38
LEGEND
• = CALCULATED PT.
● = FOUND AS SHOWN
(B-#) = PARCEL NUMBER
ALL IMPROVEMENTS NOT SHOWN ON THIS EXHIBIT. THIS PARCEL IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.
GRAPHIC SCALE
TRACT ONE N/F ESPERANZA SHELTER FOR BATTERED FAMILIES, INC. WD 1520-674 PLAT 218/16 PLAT 283/37
526.42'
507.55'
#4 REBAR
L2
C1
REBAR \10277
S88°15'16"W 184.92'
AGUA FRIA ROAD
SCALE 1"=100'
0 100'
UPDATED 10/2/13 TO REFLECT PROPOSED TRAIL & BOULDER VANES.
CONTROL REPORT
BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800'AMSL=0.999583883.
ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.670 E=1,708,813.475 ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.
PARCEL B-8
EXHIBIT B
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
25029 CAMINO ENTRADA
S.F., N.M. 87507 PH505 471 6660
FILE#9151B-8 11/08/13

From: Scott Kaseman <skaseman@santafecountynm.gov>
Sent: Tuesday, July 16, 2019 5:05 PM
To: MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>
Subject: Easement across Richards Ave ROW

Hi Melissa,

Attached is a draft copy of a Permanent Trail, Open Space and Flood Control Easement over that portion of the City-owned, Richards Avenue Right of Way property that is required by the County to construct the next section of the Santa Fe River Greenway from Siler Road to San Ysidro Crossing. Will you please direct me to the appropriate person to begin a conversation with regarding City approval. An easement was recommended by our Legal department and the attached is what the County used with private landowners. We are open to any suggestions; I would just like to start the dialogue.

Thank You Very Much,

Scott Kaseman

Project Manager
Santa Fe County
Public Works / Projects Division

P.O. Box 276
Santa Fe, NM 87504-0276

Office- 505-992-9887
Fax- 505-992-9869

skaseman@santafecountynm.gov

Form A-158
Rev. 1/88

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

65355

WARRANTY DEED

Oren Bewley and Jeanie H. Bewley, his wife, for consideration paid, grants to the CITY OF SANTA FE, P.O. BOX 909, SANTA FE, NEW MEXICO, 87501-0909, the following described real estate in SANTA FE County, New Mexico.

(5-1) A certain tract of land situate within the Bewley Parcel in Lot 5, Section 32, T 17 N, R 9 E, N.M.P.M., City of Santa Fe, County of Santa Fe, State of New Mexico, being a portion of the Henry Lynch Tract of the PLAT SHOWING SURVEY OF PROPERTY FOR ESTER AND JOHN LYNCH, as the same is shown and designated on the plat filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 25, 1968 in Volume 18, Folio 30 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows, to wit:

BEGINNING at the northeast corner of the tract herein described, being a point on the northerly boundary line of the above mentioned Bewley Parcel and also being a point on the easterly right-of-way line of N.M.P. M-4811(2) County of Santa Fe, State of New Mexico whence the northeast corner of said Bewley Parcel bears N.65°43'26"E. a distance of 340.97 feet; being also a point 53.00 feet to the right of and opposite construction centerline P.O.T. 58+98.40 of said N.M.P. M-4811(2) and whence the City of Santa Fe Survey Monument "Mud 2" a brass cap set in concrete (New Mexico State Plane Grid Coordinates for Central Zone X=568,972.50, Y=1,697,300.45) bears N77°57'25"W a distance of 4503.15 feet; thence S.21°52'00"E. along the said easterly right-of-way line of N.M.P. M-4811(2) a distance of 518.56 feet to a point; thence S.88°23'45"E. a distance of 47.72 feet to a point; thence S.21°29'47"E. a distance of 7.51 feet to a point on the southerly boundary line of said Bewley Parcel, said point also being the southeast corner of the tract herein described and Point on the Present (1988) northerly right-of-way line of AGUA FRIA ROAD, County of Santa Fe, State of New Mexico; thence leaving said easterly right-of-way line of N.M.P. M-4811(2) S.68°30'13"W. a distance of 184.99 feet along the southerly boundary line of said Bewley Parcel and Point on the said Present (1988) northerly right-of-way line of AGUA FRIA ROAD to a point on curve on the westerly right-of-way line of N.M.P. M-4811(2), said point also being the southwest corner of the tract herein described; thence northeasterly along the westerly right-of-way line OF N.M.P. M-4811(2) on a 139°44'45" curve (radius = 41.00 feet, chord = N.23°19'06"E. a distance of 58.17 feet) thru an arc of 90°22'13" to the left a distance of 64.67 feet to a point of tangency; thence N.21°52'00"W. along the said westerly right-of-way line of N.M.P. M-4811(2) a distance of 498.68 feet to a point on the northerly boundary line of said Bewley Parcel, said point also being the northwest corner of the tract herein described; thence leaving said westerly right-of-way line of N.M.P. M-4811(2) N.65°43'26"E. a distance of 100.09 feet along the northerly boundary line of said Bewley Parcel to the point and place of beginning.

Containing 1.270 acres, more or less.

(SEE REVERSE SIDE)

Backside
Form A-158

653550

683582
COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO
Witness my Hand and Seal of Office
Jona G Armijo
County Clerk, Santa Fe County, N.M.

I hereby certify that this instrument was filed to record on the 19 day of July A.D. 89 at 3:57 o'clock P m and was duly recorded in book 623 page 557-558 of the records of Santa Fe County

Deputy

with warranty covenants.

WITNESS our hand(s) and seal(s) this 2nd day of June, 1989.

STATE OF NEW MEXICO)
)SS
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me the day of June, 1989 by Ione H. Bewley and Oren R. Bewley

Notary Public

My Commission Expires: July 15, 1990

(Note: The foregoing instrument should be executed by husband and wife in each instance where the grantors are married.)

Santa Fe River Greenway
April 1, 2015

1) Background

The Santa Fe River Greenway project is a joint effort between Santa Fe County and the City of Santa Fe to construct approximately 15 miles of continuous greenway of public parks and trails from downtown Santa Fe to the Wastewater Treatment Plant west of NM 599. When completed the County's portion of the River Greenway will run from Frenchy's Field to the Wastewater Treatment Plant west of NM 599, approximately eight miles.

The idea of restoring the River to a more natural state and creating a Greenway was initiated by the public and City leadership in the early-1980s after a proposal to channelize the River for flood control was presented to the community. Members of the public and the City Council opposed the plan because the proposed measures were too drastic and insensitive to the natural character and history of the River.

The Greenway will revive the traditional use of the corridor as a transportation route and focus community members and visitors on the historical role of the Santa Fe River in connecting communities along the Camino Real de Tierra Adentro. Santa Fe County plans to construct a multi-use trail along the River, which will provide both recreational opportunities and an alternative transportation route. As part of the Greenway project, Santa Fe County is also restoring the River using natural materials and native plants to stabilize the channel and enhance the riparian habitat. River restoration focuses on recreating meanders in the River channel, stabilizing the River bed and banks, removing non-native vegetation, trash and debris, and planting native cottonwood trees, willows, shrubs and grasses.

The conceptual plans for all trail segments and River reconstruction was completed in 2014. The plans contain the composite survey identifying all required properties, the new river channel and trail alignment. Final design and construction will depend on the success of future bond measures, but the County hopes to complete construction to the Wastewater Treatment Plant by 2021.

The project is being run by the Santa Fe County Projects Division, with direction from the Board of County Commissioners and the County Manager. The County contracted with Tierra Right of Ways to provide acquisition services including title and closing, appraisal and appraisal review, ESA Phase I, Right of Entries, negotiations and condemnation as necessary. The acquisition process follows the guidelines set forth in the Federal Highways Administration Federal Register.

Major issues between the City and County that need resolution are:

- The adoption of an MOA allowing the County to purchase property within City limits. (Signed by the City on December 7, 2015. Scheduled for January 12, 2016 BCC)
- Determining maintenance responsibility for areas within the City limits. (Addressed in current MOA)

- The granting of an easement by the City to the County within the Richards Avenue Right of Way needed to construct the project.

2) Mission statement

To work cooperatively with the City and partners to restore the Santa Fe River to a more natural and healthy River from Two-Mile Reservoir to the Wastewater Treatment Plant and construct a continuous, safe and well connected greenway of trails and parks that promote outdoor recreation, alternative transportation, economic revitalization and a focal point for the community that embodies both our cultural and natural heritage.

3) Assessment of Current Conditions

a) Frenchy's to Siler

Status

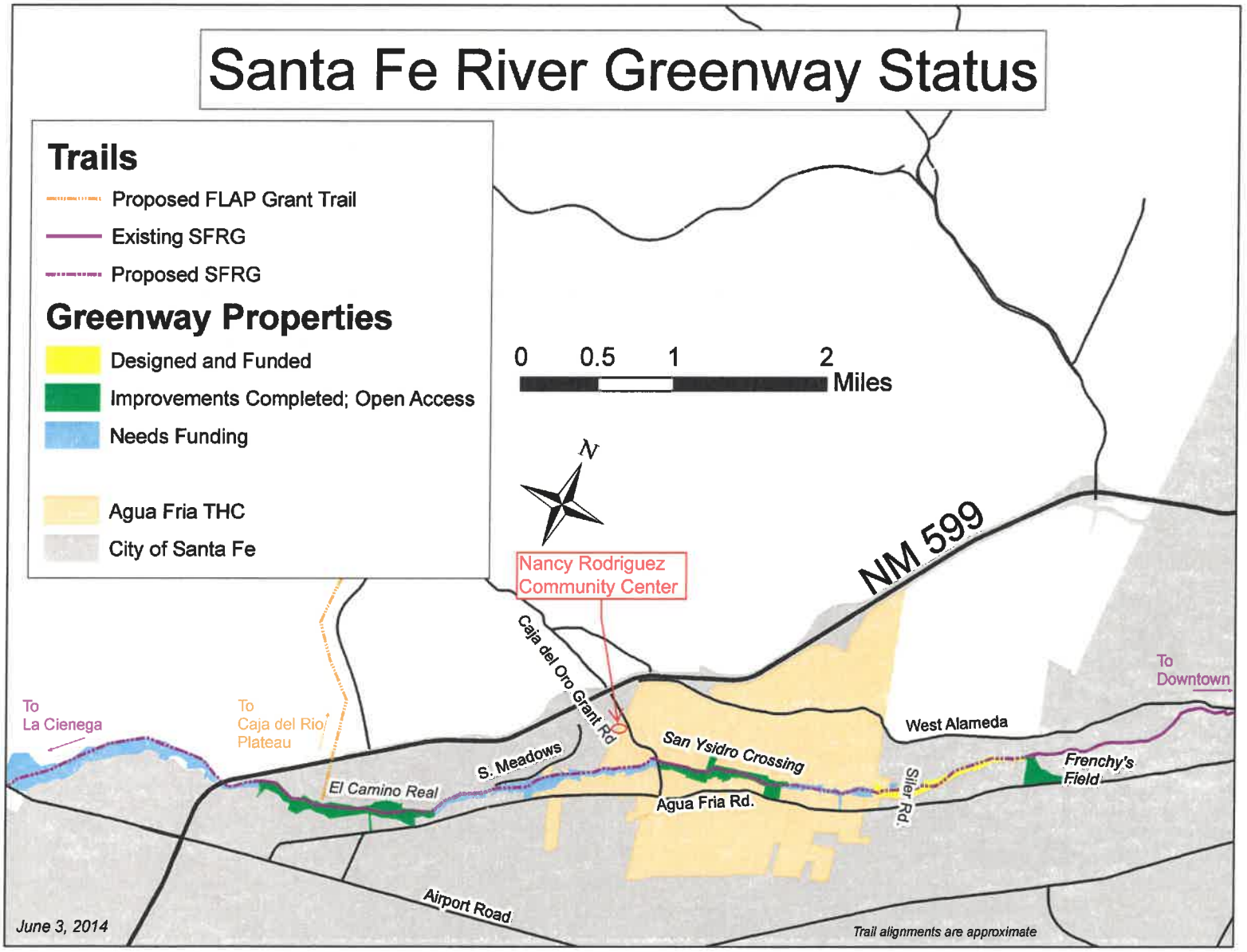
- Weston has provided 100% construction drawings.
- Negotiations with property owners are underway.
- 21.743 acres to be acquired at an estimated $1,181,400 - 100% FUNDED.
- Construction Costs: $4,045,881 - 100% FUNDED.
- Estimated Schedule: Acquisitions complete 5/31/16, begin construction 9/1/16, duration 6-9 months.

Issues/Challenges

- Very constrained River channel on east end near Camino Carlos Rael with little room for meandering
- Major tributary west of Camino Carlos Rael on north bank
- Trash, debris, evidence of gravel mining, material stockpiles
- Land acquisition needed
- Need to tie into existing City trail and restoration east of Frenchy's Field
- Transition from City trail to County trail – signage, materials, etc.
- Bridge at Siler does not easily allow for a trail underpass as originally planned (?)
- Project is within the City limits except for the County owned parcel under Siler Bridge.

Opportunities

- Narrow channel and engineering constraints may offer opportunity for innovative approaches
- Viewing platform?
- Work with developers to increase access points.
- Safely connect cyclists from Downtown to Siler Rd.


Santa Fe River Greenway Status
Trails
Proposed FLAP Grant Trail
Existing SFRG
Proposed SFRG
Greenway Properties
Designed and Funded
Improvements Completed; Open Access
Needs Funding
Agua Fria THC
City of Santa Fe
0 0.5 1 2
Miles
N
Nancy Rodriguez Community Center
NM 599
Caja del Oro Grant Rd
To La Cienega
To Caja del Rio Plateau
To Downtown
West Alameda
San Ysidro Crossing
S. Meadows
El Camino Real
Agua Fria Rd.
Siler Rd.
Frenchy's Field
Airport Road
June 3, 2014
Trail alignments are approximate

Santa Fe River Greenway Community Meeting

Siler Road to San Ysidro Crossing

Tuesday, February 16, 2016
6:00 pm—8:00 pm
Nancy Rodriguez Community Center, 1 Prairie Dog Loop



You are invited to attend a community meeting to discuss the Santa Fe River Greenway between Siler Road and San Ysidro Crossing. The Greenway project includes river restoration and the construction of a multi-use trail.

County staff and the acquisition team will present a status report and answer questions. Representatives from the County Assessor's office and Sheriff's office have been invited to answer questions regarding how the project will affect your property.

For more information, contact:
Scott Kaseman, Santa Fe County Project Manager, 505-992-9887
Meghan Bayer, Tierra Right of Way Services Project Manager, 505-820-6656

LICENSE FOR ACCESS AND USE

This License for Use ("License") is granted by the City of Santa Fe, New Mexico, a municipality, (hereinafter "City"), 200 Lincoln Ave., Santa Fe, New Mexico 87501 to Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter "County") for the purpose of allowing access to a road and park right-of-way owned by the City on Camino Carlos Rael that leads to the Santa Fe River.

Whereas, the City has a road and park right-of-way on Camino Carlos Rael on the north side of the Santa Fe River as indicated on the Exhibit A, attached hereto and incorporated hereinafter.

Whereas, the City desires to provide this License to the County so the County can access and maintain the Santa Fe River Greenway.

Therefore, the City grants to the County this License for ingress and egress on Camino Carlos Rael in the area described on Exhibit A for an indefinite period of time. Additionally, at such time that the City's needs or requires that the area of ingress and egress be altered, the City will grant the County an easement across the Property or amend this License for Use to provide maintenance access to the Santa Fe River Greenway.

CITY OF SANTA FE

By _____ 03/28/2014
Brian K. Snyder, City Manager — Date

Attest:
By _____
Yolanda Y. Vigil, City Clerk

SEAL

Approved as to Form:
By _____ for
Kelley Brennan
Interim City Attorney 3/24/14

City Finance Department
By _____ 3/25/14
Marcos A. Tapia, Finance Director — Date

SANTA FE COUNTY
By _____ 12.19.13
Katherine Miller, Manager — Date

EXHIBIT
tabbies
B

Approved as to form

By _____ 6/17/13
Stephen C. Ross, County Attorney Date

Finance Department

By _____ 6/17/13
Teresa C. Martinez, Director Date

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MEMORANDUM OF AGREEMEN
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 2ND Day Of April, 2014 at 09:10:25 AM And Was Duly Recorded as Instrument # 1733605 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

DRAWN BY:	CT	DATE:	MAY, 1991
CHECKED BY:	CT	DRAWING NO:	9103-301
JOB NO:	9103-3	SHEET	1 OF 1

227039

LINE TABLE

VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN HEREON, LYING AND BEING SITUATE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO, DO HEREBY DEDICATE TO THE CITY OF SANTA FE THE PARK AND ROAD RIGHT-OF-WAYS AS SHOWN HEREON.

DON ASHBAUGH FOR COMMUNITY REALTY — DATE: Jul 12, 1991

ATTEST BY NOTARY PUBLIC: _____ NOTARY — DATE: 07-19-1991 COMM. EXPIRES

AFFIDAVIT

THIS TRACT OF LAND LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO.

DON ASHBAUGH FOR COMMUNITY REALTY — DATE: Jul 12, 1991

ATTEST BY NOTARY PUBLIC: _____ NOTARY — DATE: 07-19-1991 COMM. EXPIRES

APPROVALS

CITY OF SANTA FE

_____ MAYOR — DATE: 7/17/91

ATTEST: _____ FRANCES ROMERO, CITY CLERK — DATE: 7/17/91 SEAL

_____ DIRECTOR, PUBLIC WORKS DIRECTOR — DATE: 7-30-91

_____ PLANNING DIRECTOR — DATE: 7/29/91

_____ DAVID A. MARTINEZ, TECHNICAL REVIEW DIRECTOR — DATE: 7/23/91

APPROVED BY CITY COUNCIL AT MEETING OF: July 31, 1991

DESCRIPTIONS

COMMUNITY REALTY (THE COMMONS ON THE ALAMEDA)

A CERTAIN PARCEL OF LAND IN PROJ. SECTION 30, T 17 N., R 9 E. N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 334.30 FEET;
THENCE S 49° 39' 22" W, A DISTANCE OF 1020.0 FEET;
THENCE S 47° 21' 38" W, A DISTANCE OF 103.13 FEET;
THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2965.39 FEET, L=408.01 FEET, L.C.(bearing S 25° 03' CHORD BEARING S 25° 03' 12" E, A DISTANCE OF 404.79 FEET;
THENCE N 34° 17' 38" E, A DISTANCE OF 64.5 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 4.693 ACRES MORE OR LESS

CENTRAL CORRIDOR PARK

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 334.30 FEET;
THENCE S 34° 24' 04" W, A DISTANCE OF 64.5 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 60.00 FEET;
THENCE N 17° 14' 09" W, A DISTANCE OF 334.30 FEET;
THENCE N 34° 24' 04" E, A DISTANCE OF 64.5 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 0.494 ACRES MORE OR LESS

ALAMEDA ROAD

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 53.00 FEET;
THENCE S 34° 24' 04" W, A DISTANCE OF 344.51 FEET;
THENCE S 17° 28' 03" W, A DISTANCE OF 60.69 FEET;
THENCE S 47° 21' 38" W, A DISTANCE OF 60.11 FEET;
THENCE N 49° 39' 22" W, A DISTANCE OF 60.00 FEET;
THENCE N 17° 28' 03" E, A DISTANCE OF 60.69 FEET;
THENCE N 34° 24' 04" E, A DISTANCE OF 344.51 FEET;
THENCE N 17° 14' 09" W, A DISTANCE OF 53.00 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 224.39 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 0.646 ACRES MORE OR LESS

PARK

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

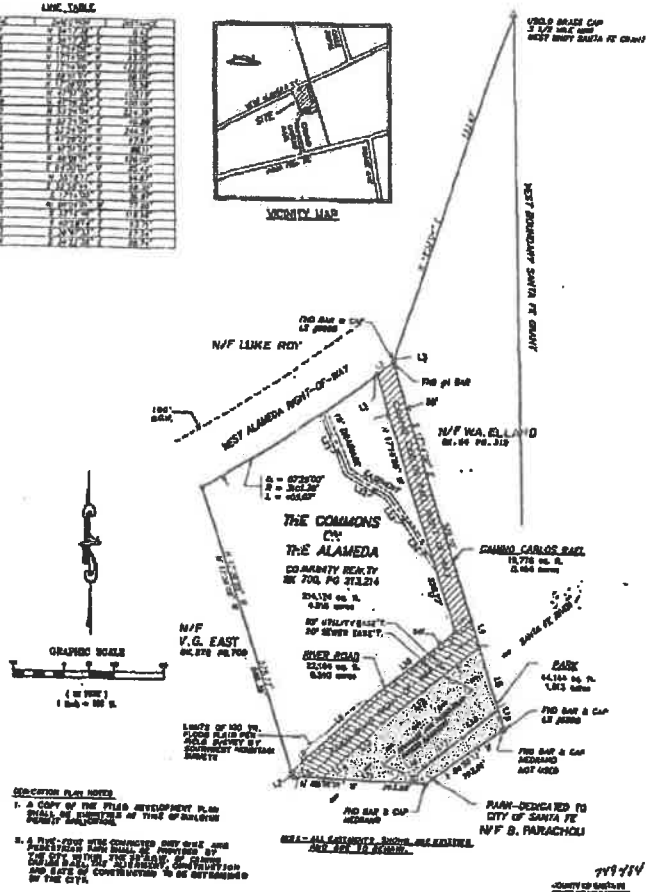
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 135.00 FEET;
THENCE S 34° 24' 12" W, A DISTANCE OF 183.84 FEET;
THENCE N 68° 28' 01" W, A DISTANCE OF 280.69 FEET;
THENCE N 47° 21' 38" E, A DISTANCE OF 60.11 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 60.67 FEET;
THENCE N 32° 24' 04" E, A DISTANCE OF 244.30 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 1.061 ACRES MORE OR LESS

NOTE: DEDICATION OF THIS PARCEL OF LAND FOR PUBLIC PARK USE IS SUBJECT TO CONDITIONS INDICATED ON FILED DEVELOPMENT PLANS. THIS AREA TO BE DEDICATED TO CITY AS PERMANENT PARK LAND TO REMAIN UNDEVELOPED. THE TYPE OF PARK IS TO BE LOW-INTENSITY PASSIVE USE AND OPEN SPACE AND SHALL ALLOW PUBLIC NON-VEHICULAR ACCESS. THE EXISTING DRAINAGE EASEMENT IS TO REMAIN.

SURVEYORS CERTIFICATE

I, Crescencio Torres, a Professional Surveyor in the state of New Mexico, certify that this plat meets the Minimum Standards for Surveying in New Mexico, and that the information shown hereon is true and correct to the best of my knowledge and belief. Date of field survey April, 1991

Crescencio Torres N.M.L.S. No. 6481
P.O. Box 6413
Santa Fe, New Mexico 87504



DEDICATION PLAT NOTES

1. A COPY OF THE FILED DEVELOPMENT PLAN [illegible] SHALL BE INCLUDED AS PART OF THIS DEDICATION PLAT/PLAT.
2. A TEST-ZONE WITH CONNECTED DRIP UNIT AND PERFORATED PIPE SHALL BE INSTALLED BY THE CITY ALONG THE FRONT OF PARCEL [illegible] AND DATE OF CONSTRUCTION TO BE DETERMINED BY THE CITY.

LEGEND

Found Point	● As noted
Set Point	■ No. 4 bar w/cap
Calculated Pt.	▷ Not set
Control Monument	△ As Shown
E/W Fence	
Road R.O.W.	
Park R.O.W.	

STATE OF NEW MEXICO, COUNTY OF SANTA FE — I hereby certify that this instrument was filed for record on the [illegible] day of [illegible] A.D. 19[illegible] at [illegible] o'clock [illegible] M. and was duly recorded in book [illegible] page [illegible] of the records of Santa Fe County. Witness my Hand and Seal of Office. Christina Salazar, County Clerk, Santa Fe County, New Mexico. By: [illegible] Deputy

DEDICATION PLAT
THE COMMONS ON THE ALAMEDA
WITHIN SECTION 30, T17N, R9E, N.M.P.M.
SANTA FE COUNTY NEW MEXICO

SURVEYING SERVICES
P.O. Box 6413
Santa Fe, N.M. 87504
(505) 988-8178

EXHIBIT

A


NEEDS NAME
AMINO MCMILLIN
Santa Fe River
SAN ISIDRO CT
AGUA FRIA
LUGAR DE
PADILLA
SKEETER LN
Location of Easement
VEREDA SAN ANTONIO
CASE RD
CALLE CRISTO
AGUA FRIA RD
AVENIDA DE MONTOYA
PLAZA MONTOYA
CALLEJON DE RIT
RUDOLFO RD
HENRY LYNCH RD
WOFFORD LN
LA PAZ

City of Santa Fe Clerk No:_____

Santa Fe County Tracking No: 2022-0015-PW

Easement Agreement for Photovoltaic Facilities

This **GRANT OF EASEMENT** (this "**Agreement**"), effective as of the last date written below (the "**Effective Date**"), is hereby made by and between Santa Fe County, having an address at 102 Grant Street, Santa Fe NM 87501 (hereinafter, the "**Grantor**") and the City of Santa Fe, a New Mexico home rule municipality, having an address at 200 Lincoln (hereinafter, the "**Grantee**"). For good and valuable consideration of ZERO and 00/100 Dollars ($0.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. Purpose. The land described below will be used for a net metered solar photovoltaic (PV) system that will generate electricity for the purpose of reducing electric utility expenses at the City's Buckman Booster Station No. 4. The renewable energy from the solar PV system will also support the City's and the County's respective goals to reduce reliance on fossil fuels in an effort to address climate change.

2. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a nonexclusive perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove aboveground Photovoltaic System (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the purpose of generating electricity to offset usage, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), [and the roadways abutting or running through the Grantor's Land,] and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water services [to the Grantor and others] (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided,

however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Grantor retains the right to grant joint use of the Easement Area to other entities, provided that such use does not interfere with the Grantee's rights.

3. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Santa Fe and State of Mexico, designated as Division Plat for Las Campanas Santa Fe, SW 1/4 Section 8, Township 17 North, Range 9 East, N.M.P.M, hereinafter referred to as "**Tract A**" and more particularly described by a metes and bounds description set forth in Exhibit Attached hereto and made a part hereof.

4. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, 0.67 acres in area. The location of the Easement Area is shown on the sketch entitled ”BUCKMAN BOOSTER EASEMENT EXHIBIT TRACT A LAS CAMPANAS SANTA FE," which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

5. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

6. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

7. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way and to maintain areas outside the fence around grantee’s ground-mounted solar photovoltaic (PV) system provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it

now exists. Grantor in said use of said ground shall maintain a clearance outside the fence with any equipment or otherwise.

8. Grantee Rights Beyond Easement Area. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use of access roads on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.

9. Term. The Grantor hereby grants this easement for the term of forty (40) years or for so long as the PV facilities functions, whichever is shorter.

10. Assignment. With Grantor's prior written consent, which consent shall not be unreasonably withheld, the Grantee, together with its successors and assigns, may assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this grant of Easement.

11. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW MEXICO.

12. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or email of a PDF document] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor: Name: SANTA FE COUNTY

	Address: 102 Grant Street, Santa Fe, NM 87501
with a copy to:	Name: SANTA FE COUNTY REAL PROPERTY SUPERVISOR Address: PO Box 276, Santa Fe, NM 87504-0276
To Grantee:	Name: CITY OF SANTA FE MANAGER Address: 200 Lincoln Avenue, PO Box 909, Santa Fe, NM 87504-0909

13. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

14. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile/email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than thirty (30) days after the date hereof.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTOR - SANTA FE COUNTY:

_____ _____

Henry P. Roybal, Chair Date

Santa Fe County Board of County Commissioners

ATTESTATION:

_____ _____

Katharine E. Clark, Santa Fe County Clerk Date

APPROVED AS TO FORM:

_____ _____

Gregory S. Shaffer, Santa Fe County Attorney Date

GRANTEE – CITY OF SANTA FE:

_____ _____

Alan Webber, Mayor Date

City of Santa Fe

ATTESTATION:

_____ _____

Kristine Mihelcic, City Clerk Date

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 11:09 MDT)

Jul 28, 2021

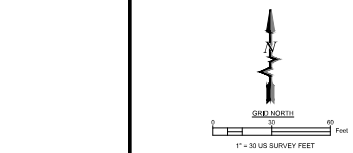
Marcos D. Martinez, Senior Assistant City Attorney — Date

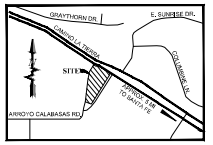
APPROVED FOR FINANCES:

Mary McCoy, Finance Director — Date

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
LAS CAMPANAS SANTA FE

WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A CERTAIN PARCEL OF LAND TO BE USED AS A SOLAR EASEMENT WITHIN TRACT A,

DIVISION PLAT FOR LAS CAMPANAS SANTA FE, SW1/4 SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, THE SAME AS SAID TRACT A IS SHOWN ON THE PLAT FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 370, PAGES 37 & 38 AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID TRACT A BEARING S 27°48'39" W, A DISTANCE 95.60 FEET FROM THE NORTHEAST CORNER OF SAID TRACT A;

THENCE, S 27°48'39" W, A DISTANCE 14.00 FEET ALONG SAID EASTERLY LINE TO A POINT;

THENCE, N 62°01'11" W, A DISTANCE 287.67 FEET TO A POINT;

THENCE, N 20°46'30" E, A DISTANCE 70.00 FEET TO A POINT;

THENCE, N 20°02'32" E, A DISTANCE 7.00 FEET TO A POINT ON THE NORTHWEST BOUNDARY OF SAID TRACT A;

THENCE, N 20°02'32" E, A DISTANCE 23.92 FEET ALONG THE WEST BOUNDARY OF SAID TRACT A TO A POINT OF CURVATURE;

THENCE, NORTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 43.26 FEET (SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD WHICH BEARS N 69°41'37"E, 38.06 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A AND A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 38.18 FEET (SAID CURVE HAVING A RADIUS OF 3075.00 FEET AND A LONG CHORD WHICH BEARS S61°05'36"E, A DISTANCE OF 38.18 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A;

THENCE S 56° 08' 03" E, A DISTANCE OF 163.95 FEET ALONG THE NORTH BOUNDARY OF SAID TRACT A TO A POINT;

THENCE S 30° 49' 02" W, A DISTANCE OF 97.47 FEET TO A POINT;

THENCE, S 62°17'26" E, A DISTANCE 48.92 FEET TO THE POINT OF BEGINNING AND SAID PARCEL CONTAINING 0.67 ACRES, MORE OR LESS.

William F. Brewster 11/05/2021

WILLIAM F. BREWSTER, NMPS #10855 DATE

REFERENCE DOCUMENTS:

1. DIVISION PLAT PREPARED FOR LAS CAMPANAS SANTA FE OF "PLAZUELAS DE LAS TIERRAS"RECORDED IN BOOK 370, PAGE 37-38 SEPTEMBER 9, 1997 SANTA FE COUNTY RECORDS,
2. PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO BUCKMAN BOOSTER STATION #4 RECORDED IN PLAT BOOK 307 PAGE 33, DATED JUNE 30, 1994, SANTA FE COUNTY RECORDS.
3. BOUNDARY AND ALTA/ACSM LAND TITLE SURVEY PREPARED FOR MABRY CONSTRUCTION INC. RECORDED IN PLAT BOOK 617 PAGE 30, DATED MARCH 9, 2006 SANTA FE COUNTY RECORDS.

COORDINATE NOTE:

REFERENCE FRAME: NAD 1983(2011) (EPOCH 2010.000)
MODIFIED U.S. STATE PLANE NEW MEXICO CENTRAL ZONE (3002)
GRID TO GROUND SCALE FACTOR: 1.000416687
SCALED FROM: N35°42'42.67260", W106°01'02.94225"
(N=1714462.865' E=1709440.207')
ALL DISTANCES ARE GROUND DISTANCES
UNITS ARE U.S. SURVEY FEET

VERTICAL DATUM
NAVD 1988
GEOID 18 (CONUS)

METHODS
ORIGINAL CONTROL ON THIS PROJECT WAS OBSERVED AND SET ON DECEMBER 15, 2020. ALL POINTS WERE OBSERVED USING TRIMBLE S5 TOTAL STATION AND TRIMBLE R8 GPS RECEIVERS UTILIZING RTK GPS METHODS.

NOTE:

SMA CANNOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITY LINES SHOWN.

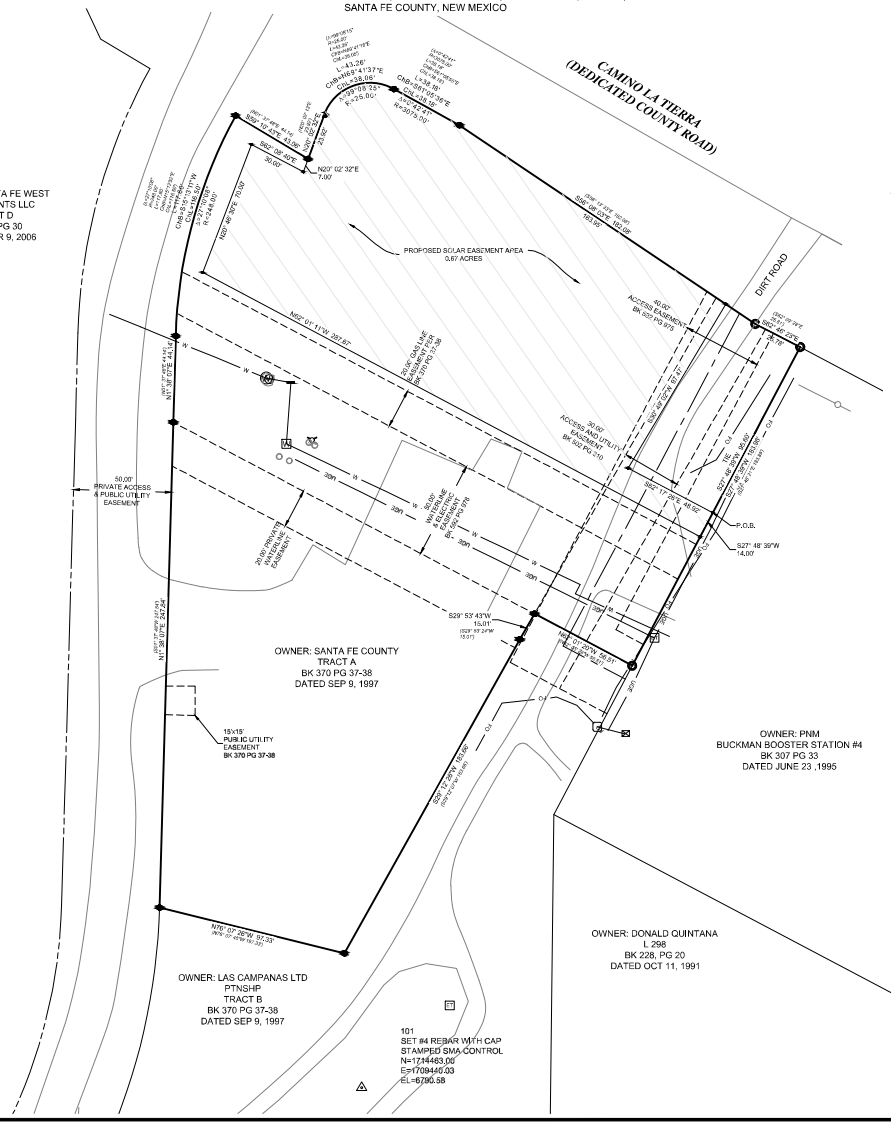
SURVEYOR'S CERTIFICATION

I, WILLIAM F. BREWSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10855, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William F. Brewster 11/05/2021

WILLIAM F. BREWSTER, NMPS 10855 DATE

WILLIAM F. BREWSTER 10855 NEW MEXICO PROFESSIONAL SURVEYOR



LEGEND

- = FOUND REBAR WITH CAP STAMPED "DAWSON SURVEY"
- = CALCULATED POINT, NOTHING FOUND OR SET
- = WATER MANHOLE
- = BOLLARD
- = FIRE HYDRANT
- = WATER VAULT
- = FIBER OPTIC PULLBOX
- = TELEPHONE PEDESTAL
- = ELECTRIC TRANSFORMER
- = SUBJECT PROPERTY LINE
- = ADJOINER PROPERTY LINE
- = EASEMENT LINE
- = BARBED WIRE FENCE
- = CHAIN LINK FENCE
- = UNDERGROUND ELECTRIC
- = UNDERGROUND WATER LINE
- = UNDERGROUND FIBER OPTIC LINE
- = EDGE OF CONCRETE
- = RIGHT OF WAY LINE

S50°26'46"W 46.61' = MEASURED DISTANCE

(S50°26'46"W 46.61') = RECORD DISTANCE

P.O.B. = POINT OF BEGINNING

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

CURRENT OWNER: SANTA FE COUNTY

LEGAL DESCRIPTION: CREATED BY THIS PLAT

PLSS DESCRIPTION: WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

CITY: SANTA FE
COUNTY: SANTA FE
STATE: NEW MEXICO

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the ____ day of _____, 20__ A.D. at _____ o'clock ____, and was duly recorded in book ____, page(s) _____ of the records of Santa Fe County.

Witness my Hand and Seal of office
GERALDINE SALAZAR
County Clerk, Santa Fe County, N.M.

County Clerk

Deputy

Rev#	Date	Description	By	Chkd

SOUDER, MILLER & ASSOCIATES
5454 Venice Avenue NE, Suite D
Albuquerque, NM 87113
Phone (505) 299-0982 Toll-free (877) 299-0982 Fax (505) 293-1450
Serving the Southwest & Rocky Mountains
Albuquerque, Farmington, Las Cruces, Roswell, Santa Fe, NM
Carlsbad, Hobbs, Los Lunas, Ruidoso, Taos, Durango, CO

YEAROUT ENERGY

SANTA FE COUNTY, NEW MEXICO

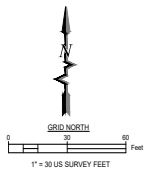
BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
WITHIN SECTION 8, TOWNSHIP 17
NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

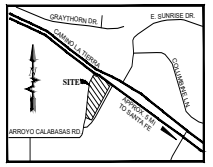
Designed	Drawn	Checked
	AMD	WFB

Date: JANUARY 2021
Scale: Horiz:
Vert:
Project No: 2429856
Sheet: 1 OF 1

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
LAS CAMPANAS SANTA FE

WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A CERTAIN PARCEL OF LAND TO BE USED AS A SOLAR EASEMENT WITHIN TRACT A,

DIVISION PLAT FOR LAS CAMPANAS SANTA FE, SW1/4 SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, THE SAME AS SAID TRACT A IS SHOWN ON THE PLAT FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 370,

PAGES 37 & 38 AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID TRACT A BEARING S 27°48'39" W, A DISTANCE 95.60 FEET FROM THE NORTHEAST CORNER OF SAID TRACT A;

THENCE, S 27°48'39" W, A DISTANCE 14.00 FEET ALONG SAID EASTERLY LINE TO A POINT;

THENCE, N 62°01'11" W, A DISTANCE 287.67 FEET TO A POINT;

THENCE, N 20°46'30" E, A DISTANCE 70.00 FEET TO A POINT;

THENCE, N 20°02'32" E, A DISTANCE 7.00 FEET TO A POINT ON THE NORTHWEST BOUNDARY OF SAID TRACT A;

THENCE, N 20°02'32" E, A DISTANCE 23.92 FEET ALONG THE WEST BOUNDARY OF SAID TRACT A TO A POINT OF CURVATURE;

THENCE, NORTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 43.26 FEET (SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD WHICH BEARS N 69°41'37"E, 38.06 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A AND A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 38.18 FEET (SAID CURVE HAVING A RADIUS OF 3075.00 FEET AND A LONG CHORD WHICH BEARS S81°05'36"E, A DISTANCE OF 38.18 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A;

THENCE S 56° 08' 03" E, A DISTANCE OF 163.95 FEET ALONG THE NORTH BOUNDARY OF SAID TRACT A TO A POINT;

THENCE S 30° 49' 02" W, A DISTANCE OF 97.47 FEET TO A POINT;

THENCE, S 62°17'26" E, A DISTANCE 48.92 FEET TO THE POINT OF BEGINNING AND SAID PARCEL CONTAINING 0.67 ACRES, MORE OR LESS.

William F. Brewster — 1/05/2021

WILLIAM F. BREWSTER, NMPS #10855 — DATE

REFERENCE DOCUMENTS:

1. DIVISION PLAT PREPARED FOR LAS CAMPANAS SANTA FE OF "PLAZUELAS DE LAS TIERRAS"RECORDED IN BOOK 370, PAGE 37-38 SEPTEMBER 9, 1997 SANTA FE COUNTY RECORDS.
2. PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO BUCKMAN BOOSTER STATION #4 RECORDED IN PLAT BOOK 307 PAGE 33, DATED JUNE 30, 1994, SANTA FE COUNTY RECORDS.
3. BOUNDARY AND ALTA/ACSM LAND TITLE SURVEY PREPARED FOR MABRY CONSTRUCTION INC. RECORDED IN PLAT BOOK 617 PAGE 30, DATED MARCH 9, 2006 SANTA FE COUNTY RECORDS.

COORDINATE NOTE:

REFERENCE FRAME: NAD 1983(2011) (EPOCH 2010.000)
MODIFIED U.S. STATE PLANE NEW MEXICO CENTRAL ZONE (3002)
GRID TO GROUND SCALE FACTOR: 1.000416487
SCALED FROM: N35°42'42.672260", W106°01'02.94225"
(N=1714462.865' E=1709440.207')
ALL DISTANCES ARE GROUND DISTANCES
UNITS ARE U.S. SURVEY FEET

VERTICAL DATUM
NAVD 1988
GEOID 18 (CONUS)

METHODS
ORIGINAL CONTROL ON THIS PROJECT WAS OBSERVED AND SET ON DECEMBER 15, 2020. ALL POINTS WERE OBSERVED USING TRIMBLE S5 TOTAL STATION AND TRIMBLE R8 GPS RECEIVERS UTILIZING RTK GPS METHODS.

NOTE:

SMA CANNOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITY LINES SHOWN.

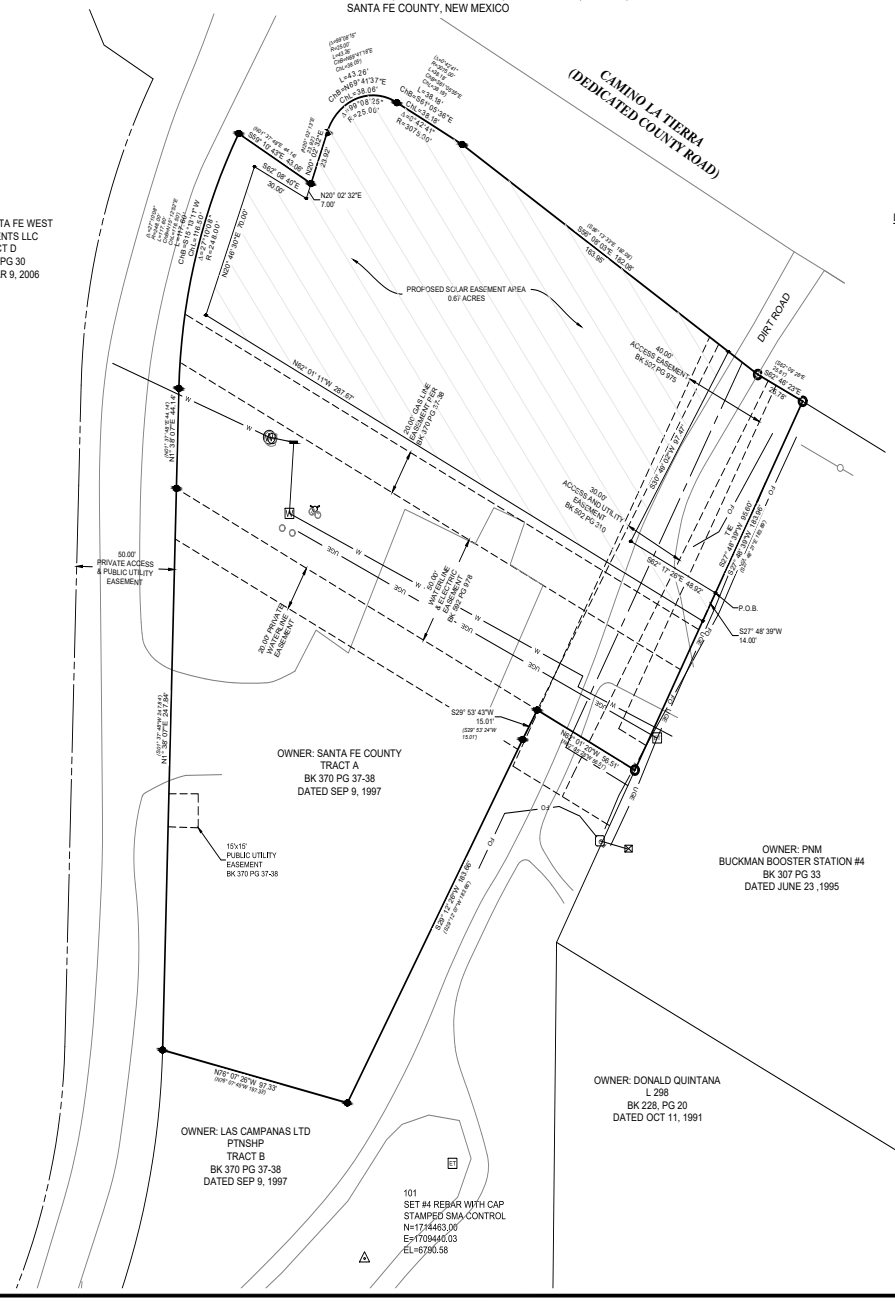
SURVEYOR'S CERTIFICATION

I, WILLIAM F. BREWSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10855, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William F. Brewster — 1/05/2021

WILLIAM F. BREWSTER, NMPS 10855 — DATE





LEGEND

- = FOUND REBAR WITH CAP STAMPED "DAWSON SURVEY"
- = CALCULATED POINT, NOTHING FOUND OR SET
- = WATER MANHOLE
- = BOLLARD
- = FIRE HYDRANT
- = WATER VAULT
- = FIBER OPTIC PULLBOX
- = TELEPHONE PEDESTAL
- = ELECTRIC TRANSFORMER
- = SUBJECT PROPERTY LINE
- = ADJOINER PROPERTY LINE
- = EASEMENT LINE
- = BARBED WIRE FENCE
- = CHAIN LINK FENCE
- = UNDERGROUND ELECTRIC
- = UNDERGROUND WATER LINE
- = UNDERGROUND FIBER OPTIC LINE
- = EDGE OF CONCRETE
- = RIGHT OF WAY LINE
- S50°26'46"W 46.61' = MEASURED DISTANCE
- (S50°26'46"W 46.61') = RECORD DISTANCE
- P.O.B. = POINT OF BEGINNING

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

CURRENT OWNER: SANTA FE COUNTY

LEGAL DESCRIPTION: CREATED BY THIS PLAT

PLSS DESCRIPTION: WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

CITY: SANTA FE
COUNTY: SANTA FE
STATE: NEW MEXICO

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the ____ day of _____, 20__ A.D. at _____ o'clock ____, and was duly recorded in book _____, page(s) _____ of the records of Santa Fe County.

Witness my Hand and Seal of office
GERALDINE SALAZAR
County Clerk, Santa Fe County, N.M.

County Clerk

Deputy

Rev #	Date	Description	By	Chkd

SOUDER, MILLER & ASSOCIATES
5454 Venice Avenue NE, Suite D
Albuquerque, NM 87113
Phone (505) 299-6942 Toll-Free (877) 299-6942 Fax (505) 293-3430
Serving the Southwest & Rocky Mountains
Albuquerque, Farmington, Las Cruces, Roswell, Santa Fe, NM
Colorado Springs, CO, Durango, CO, Denver, CO, Parker, CO, Elbert, CO

YEAROUT ENERGY

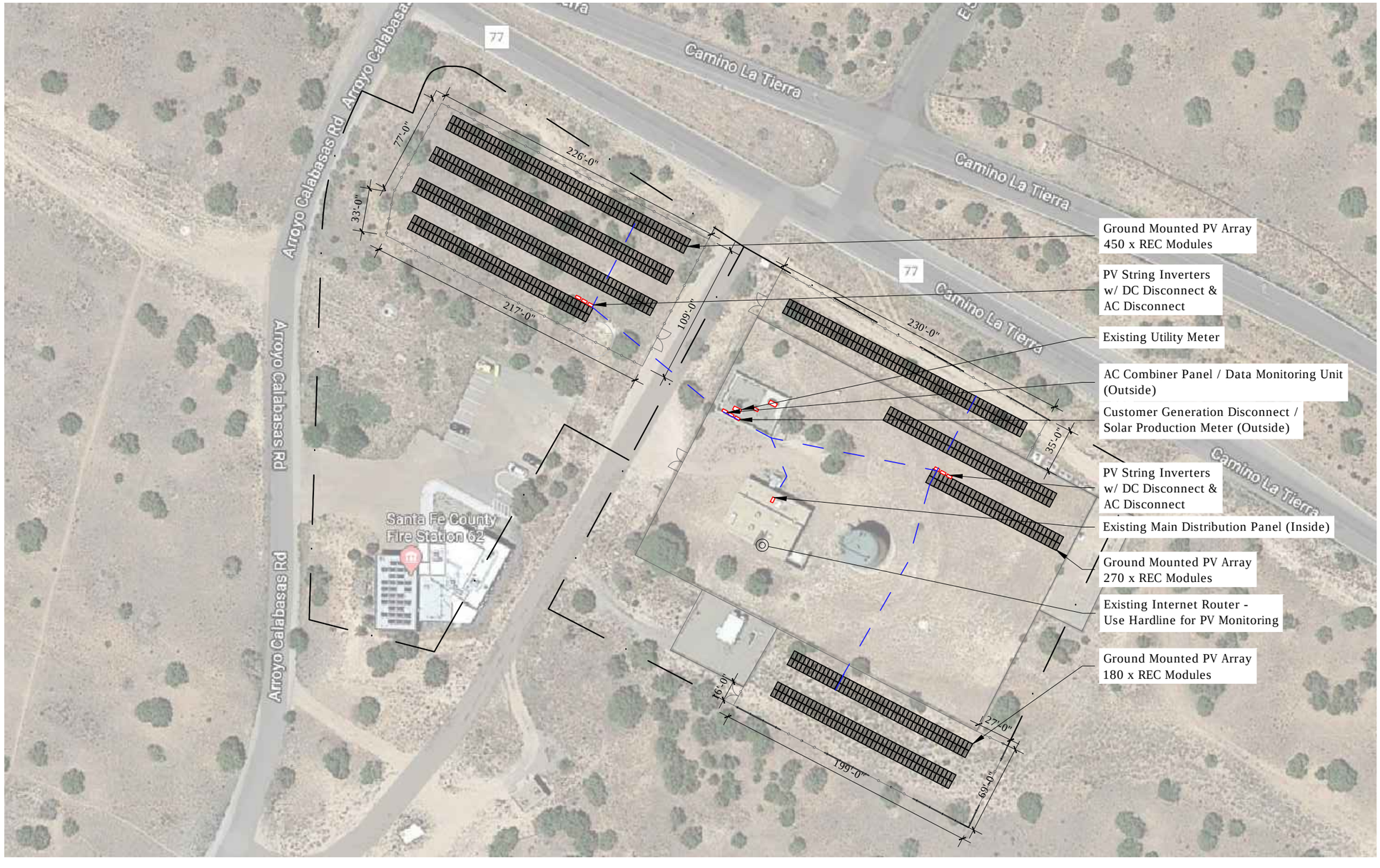
SANTA FE COUNTY, NEW MEXICO

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
WITHIN SECTION 8, TOWNSHIP 17
NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

Designed	Drawn	Checked
	AMD	WFB

Date: JANUARY 2021
Scale: Horiz:
Vert:
Project No: 2429856
Sheet: 1 OF 1

1 Site Plan
1" = 75'



1	Special Access Instructions: NO ACCESS ISSUES
2	Exact location of equipment and conduit is subject to minor variations during installation.
3	Estimated annual energy production is based on existing site conditions and this array layout. Annual variations in weather and module degradation will affect production.
4	All underground conduit shall be buried with a minimum of 24" of cover

Inverters AC Capacity: 6 x 62500 W = 375.00 kWac
Array STC Watts: 900 x 440 W = 396.00 kWdc
Combined Fault Current: 2640 Apk, 438 Arms; 26 ms

Positive Energy SOLAR
3209 Richards Lane
Santa Fe, NM 87507
(505) 424-1112
NM Electrical Contractor's
License #82573

Job 4235

Buckman Booster #4

Utility-Interactive Photovoltaic System
System Size = 396 kWdc
Buckman Road
Santa Fe NM 87501

DESIGN SUMMARY

Number of Modules	900
Module Tilt Angle	30°
Module Azimuth	195°
Average Annual Shading	2.00%
Year 1 Production Estimate	756622 kWh

DESIGN APPROVAL

I approve of this design showing all equipment and locations, and estimated production. Any change to this design may result in delays and additional costs.

Signature:

Date:

DESIGNER:
David Dashiells

REV	DESCRIPTION	DATE
0	Initial Release	6/15/20

SITE PLAN
PV100

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 8a

Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Within a Portion of the Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4. (Zoe Isaacson, Project Administrator, zrisaacson@santafenm.gov, 955-6853 and Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/202

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Unanimously approved after discussion to forward to 8/11/21 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	Excused	Excused	Excused
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets & Drainage	7/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Streets/Roads Projects	3309980	572970	GRT22SDM – Construct	2,990,000	
Capital Transfer to Streets/Roads CIP	1000471	760330		2,990,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	3309980	660100		(2,990,000)	
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 2,990,000	$ -

Use of excess General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates to fund citywide critical arterial and residential road rehabilitation projects

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(2,990,000)
TOTAL:	**(2,990,000)**

Andy Hopkins — Prepared By *{print name}* — 7/20/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 20, 2021 14:58 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

Regina Wheeler
Regina Wheeler (Jul 20, 2021 13:51 MDT)
Division Director Signature *{optional}* — Date
Department Director Signature — Date

N/A
City Manager *{≤ $60,000}* — Date

Summer 2021 Pavement Rehabilitation Plan

District 1 Road Rehab	Gonzales Road from Vallecita to Hyde Park	$275,000
District 1 Road Rehab	Camino Alire from Alameda to Agua Fria	$250,000
District 2 Road Rehab	Don Diego from Cerillos to Cordova	$300,000
District 2 Road Rehab	Camino de los Marquez from Don Diego to Cordova	$165,000
District 3 Road Rehab	Jaguar from Paseo del Sol to Sambra	$205,000
District 3 Road Rehab	Jaguar from Paseo del Sol to South Meadows	$355,000
District 4 Road Rehab	Camino Carlos Rey, Siringo to Zia	$270,000
District 4 Road Rehab	Camino Carlos Rey, Siringo to Cerrillos	$270,000
Residential streets rehab	Luisa St, Acequia Borrada, Rio Vista Pl, Valentine Way, Jaguar Loop, Saw Mill (a section East of St. Francis), Ridge View Circle	$900,000
		$2,990,000

PUBLIC WORKS/STREETS, DRAINAGE AND MAINTENANCE SECTION
2017 GAS TAX PROJECTS FINAL REPORT

Project Title	City Council District	Lane Miles	Contractor	Cost	% Complete
Rodeo/ Zia mill and Inlay	4	10.94	GM Emulsion	$1,880,414	100%
Paseo De Peralta/Mill and Inlay	2	5.52	EMCO	$587,400	100%
Upper Canyon Road	2	2.58	EMCO	$232,202	100%
Old Pecos Trail Mill and Inlay	2	1.44	EMCO	$346,975	100%
Agua Fria Mill and Inlay	1	3.98	EMCO	$835,861	100%
Avenida de Las Campanas Mill and Inlay	4	1.68	GM Emulsion	$431,539	100%
Calle Lorca Mill and Inlay	2	0.36	GM Emulsion	$115,481	100%
Galisteo Street Mill and Inlay	2	1.75	GM Emulsion	$311,488	100%
Johnson Street Mill and Inlay	1	0.34	GM Emulsion	$60,396	100%
Siler Road Mill and Inlay	1	1.86	EMCO	$278,936	100%
Camino Entrada Mill and Inlay	3	4.28	EMCO	$886,399	100%
Rufina Street Mill and Inlay	4	3.58	GM Emulsion	$764,475	100%
Zia Road West Mill and Inlay	2	1.3	Allied	$236,314	100%
Agua Fria Mill and Inlay	4	0.44	Allied	$52,051	100%
Sierra de Norte (additional funds from PNM)	1	3.08	GM Emulsion	$200,000	100%
Old Airport Road	3	0.28	GM Emulsion	$155,000	100%
Osage (Agua Fria to St. Mikes)	1	1.36	EMCO	$435,000	100%
Palace (Alameda to Delgado)	1	1.18	EMCO	$210,000	100%
Placita de Oro (Rio Vista to West Alameda)	1	0.14	GM Emulsion	$55,000	100%
Hopewell (Llano to 2nd St.)	2	1.04	EMCO	$290,000	100%
Armenta (Old Pecos Trail to Corrales)	2	0.48	EMCO	$90,000	100%
Espinacitas (Hopewell to St Mikes)	2	0.42	EMCO	$90,000	100%
East DeVargas St (Old SF Trail to PdP)	2	0.44	EMCO	$105,000	100%
W. San Mateo (St Francis to Calle Lorca)	2	1.14	EMCO	$245,000	100%
Paseo de Sol (Airport Road to Capital High)	3	2.48	GM Emulsion	$685,000	100%
Agua Fria (San Felipe to Vista Verde)	3	0.6	GM Emulsion	$160,000	100%
Siringo (Richards to Camino Consuelo)	4	0.46	EMCO	$120,000	100%
Zafarano (Cerrillos to Rodeo)	4	1.04	GM Emulsion	$295,000	100%
Camino de los Arroyos (Zafarano to Vegas Verde)	4	0.42	GM Emulsion	$85,000	100%
Rufina Circle (Rufina to Rufina)	4	0.8	EMCO	$235,000	100%
Crack Seal City Wide	All		GM Emulsion	$290,070	100%
Richards Ln (end to end)	4	0.34	EMCO	$90,000	100%
Alta Vista (Cerrillos to St. Francis)	2	0.35	GM Emulsion	$55,000	100%
Paseo del Sol West (Airport to Valentine)	3	0.81	GM Emulsion	$90,000	85%
TOTALS		**56.9**		**$11,000,000**	

City of Santa Fe, New Mexico

MEMO

Date: July 22, 2021

To: Governing Body

Via: _____

Regina Wheeler, Public Works Department Director

From: Mark Brooks, Streets Project Administrator

Item & Action

Request approval of Budget Adjustment Request (BAR) in the amount of $2,990,000 to address critical road rehabilitation needs throughout the City of Santa Fe. (Mark Brooks, Streets Project Administrator, mebrooks@santafenm.gov, 955-6622)

Background & Summary

The City recently completed $11M of road rehabilitation projects, completely utilizing the 2017 Gas Tax Bond funds secured for this purpose. The list of roads rehabilitated using this funding is attached

Additional funding is required to continue to address the $350M backlog of road rehabilitation needs across the city. The attached list of critical needs have been identified for immediate funding using FY21 GRT revenue that exceeded FY21 budget and expenditures. Please see the attached list. While main and arterial streets are a priority for pavement and rehabilitation due to the number of people served by these streets, there are a number of residential roads that are seriously degraded and will be rehabilitated with this funding. Any savings from the arterial rehabilitation will be used to fund these and additional residential street paving. This work is scheduled to begin as soon as funding is available and expected to complete by the end of the 2021 paving season.

This is the first of a number capital funding allocations that the Governing Body will review and direct in the coming months. Bicentennial Pool repairs and other critical facilities, parks and equipment needs will be presented for funding with available 2021 GRT revenue over the next 60 days. A GRT Bond package is being developed for funding in early 2022. The legislative capital request will be approved by Governing Body in early September 2021 with priorities established by December 2021. A GO Bond package may be developed for consideration by the voters in November 2022. Public Works is working with departments and divisions to establish long, medium and short term capital needs that will feed into proposals for these capital funding opportunities.

Committee Review:

Public Works and Utilities Committee: 07/26/2021

Governing Body: 07/28/2021

Attachments:

2017 Gas Tax Bond rehabilitation projects completed

Budget Adjustment Request (BAR)

Summer 2021 road rehabilitation project list

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 07/26/2021
ISSUE NO. 7k Request for approval of a Budget Amendment Request in the amount of $2,990,000 to Address Critical Road Rehabilitation Needs Throughout the City of Santa Fe. (Mark Brooks, Streets Public Works Administrator, mebrooks@santafenm.gov, 955-0000) **Committee Review:** Public Works and Utilities Committee: 07/26/2021 Finance Committee: 08/02/2021 Governing Body: 08/11/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 8/2/2021 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

MEMO

Date: August 11, 2021

To: Governing Body

Via: _____
Regina Wheeler, Public Works Department Director

From: Thomas Martinez, Acting Streets Division Director

Item & Action

Request approval of Budget Adjustment Request (BAR) in the amount of $750,000 to purchase a plow and sweeper to maintain Cerrillos Road, St Michael's Drive and Old Pecos Trail for which the city assumed maintenance responsibilities in August 2021 (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Background & Summary

On May 26, 2021 Governing Body approved a road transfer agreement with New Mexico Department of Transportation (NMDOT), pursuant to a road transfer agreement between the City and NMDOT dated December 21, 1989, to transfer road maintenance responsibilities for segments of Cerrillos Road, St Michael's Drive and Old Pecos Trail.

The four road sections transferred to the City in that agreement were the following:
1 - Cerrillos Road from Beckner Road to St. Michaels Drive- 3.913 miles
2 - St. Michaels Drive from Cerrillos Road to St. Francis Drive - 1.300 miles
3 - St. Michaels Drive from St. Francis to Old Pecos Trail - 1.250 miles
4 - Old Pecos Trail from St. Michaels Drive to Rodeo Road - 1.200 miles

This transfer increases the City's Priority 1 road maintenance responsibilities by 50%. The Street Division received funding for 4 additional equipment operators to maintain these additional priority 1 segments and this BAR will provide the equipment for that crew. The equipment required and to be purchased with this funding is a new sweeper and a dump truck with a plow and a spreader. It is critical to fund this equipment now since the lead time to equipment delivery is at least 6 months. Funding is from recently reported FY21 GRT revenue that exceeds expenditures.

Committee Review:
Public Works and Utilities Committee: 08/05/2021
Governing Body: 08/11/2021

Attachments:
BAR

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7k

Request Approval of Budget Adjustment Request (BAR) in the Amount of $750,000 to Purchase a Plow and Sweeper to Maintain Cerrillos Road and St. Michael's Drive for which the City Assumed Maintenance Responsibilities in August 2021. (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Committee Review:
Governing Body: 08/11/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body

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: **July 30, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Shannon Jones, Public Utilities Department Director

FROM: **Jesse Roach, Director, City of Santa Fe Water**
Marcos Martinez, Senior Assistant City Attorney

ITEM AND ISSUE:
Updates to County Partnership in the San Juan Chama Return Flow Project
Jesse Roach, jdroach@santafenm.gov 955-4309
Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:
Please refer to the Memo, also from Jesse Roach and Marcos Martinez in packet material dated June 1, 2021 for an overview of the benefits of the proposed project to the City and County. The current memo builds from that memo and explains only proposed changes to the agreement since it was approved by Public Works and Public Utilities Committee (June 7, 2021), and Finance Committee (June 21, 2021). There are 4 changes explained below in the order in which they appear (as redlined edits) in the updated agreement.

Change #1: Clarification of Water Contributions by City and County to San Juan Chama Return Flow Project.
The effort to include the County in the San Juan Chama Return Flow Project (Project) is complicated by the lack of County return flow to the Paseo Real Water Reclamation Facility. Early efforts to include County San Juan Chama (SJC) water in the project partnership were unsuccessful, and the nature of the partnership evolved into one in which the City would bring the SJC water into the system and the County would pay for a portion of the project and receive the same portion of resulting return flows. However, legacy language in the agreement, particularly in the Recitals section didn't make this clear, and some confusion at the City staff level was noted before the June 30th Governing Body meeting. As a result, the item was delayed and changes were made to the Recitals and 1.a to make it clear that only City SJC water will be used in the Project.
Change #2: Explicit definition of Project Supply. The idea of Project Supply is used throughout the agreement and was defined in 1.b to make the agreement more readable. This change is editorial only.
Change #3: Incorporation of Potential Costs to Gather and Treat Effluent into the Agreement. This is the most significant change to the agreement and is designed to recognize that there are costs borne by the City Wastewater Management Division to make effluent available for discharge to the Rio Grande, and that the option should remain open for the Wastewater Management Division to recuperate some portion of these costs from the beneficiaries of the effluent, in this case the City Water Division, and the County should they be a partner in the Project.
Change #4: Specification that the County will lead the Lower Santa Fe River Planning Effort. Clarification that the City will actively participate, but this effort will be County led.

ACTION REQUESTED:
City of Santa Fe Water respectfully requests your review and approval of the updated City – County San Juan – Chama Return Flow Project Agreement.

~~June 1~~July 30, 2021

CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT

This San Juan – Chama Return Flow Project Agreement ("Agreement") is between the City of Santa Fe ("City"), a New Mexico home-rule municipality, and Santa Fe County ("County"), a political subdivision of the State of New Mexico (together the "Parties").

Recitals

A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project ("SJCP") Water. ~~Reclamation and the County are parties to a SJCP contract, 05-WC-40-550 for 375 acre-feet of SJCP Water.~~

B. The City ~~and County are partners in the Buckman Direct Diversion ("BDD"), under a Joint Powers Agreement ("the JPA") executed on March 7, 2005, and~~ can divert SJCP water through the ~~BDD~~Buckman Direct Diversion (BDD) for use within ~~their~~its service ~~areas~~area.

C. Although the ~~Parties have~~City has the right to fully consume all of ~~their~~its SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.

D. In order to more fully utilize ~~their~~City SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project ("Project"), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of ~~Project supply~~unconsumed SJCP water directly to the BDD water treatment plant for direct potable reuse ("DPR").

E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the ~~Buckman Direct Diversion (~~BDD~~),~~ and a lower Santa Fe River water management planning ~~and mitigation~~ process.

F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b~~) and consistent with their SJCP allocations,~~), the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Project Supply is defined as unconsumed SJCP water that is, or could be moved through the Project.

i. Project Supply shall initially consist entirely of the City's unconsumed SJCP water.

ii. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550, for 375 acre-feet of SJCP water (County SJCP Water). If the County does not claim return flow credit for its unconsumed County SJCP Water and it becomes administratively and economically feasible to demonstrate that unconsumed County SJCP Water is delivered to the Paseo Real Water Reclamation Facility, the Parties shall amend this Agreement to add upon mutually agreeable terms such unconsumed County SJCP Water delivered to the Paseo Real Water Reclamation Facility to Project Supply.

~~b.~~**c.** Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

~~c.~~**d.** OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, ~~such as~~including electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project ~~supply~~Supply as required by Paragraph 5.

~~d.~~**e.** In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15

working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of $2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to $2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed $2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of $140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R~~.~~ AND REUSE WATER CHARGE.

a. Once ~~constructed~~the Project is tested and accepted, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. The City Wastewater Management Division may charge the City Water Division and the County a volumetric charge for effluent as follows:

i. During the first ten years of this Agreement, there shall be no volumetric charge.

ii. Beginning in the 11th year of this Agreement and thereafter, the volumetric charge shall be determined in accordance with methodology mutually agreed to by the parties as documented in a written amendment to this Agreement.

iii. During years 11 through 20 of this Agreement, the volumetric charge shall be no greater than $1.01 per 1,000 gallons.

Volumetric charges as allowed herein shall be invoiced no more frequently than monthly and payment shall be tendered to the City within thirty (30) days of the date of the invoice. The City Wastewater Management Division may invoice electronically.

~~**b.**~~**c.** In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project ~~supply~~Supply during the calendar year.

~~**c.**~~**d.** In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

~~**d.**~~**e.** At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. Future Capital Expenditure. Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. Allocation and Delivery of Water; Accounting. The City is allocated 93% and the County is allocated 7% of Project ~~supply~~Supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for ~~crediting of~~utilizing Project ~~return flow~~Supply, including the following:

a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project ~~water~~Supply returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project ~~supply~~Supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.

b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project ~~water~~Supply to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.

c. Direct Reuse.

i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

ii. Although the Project feasibility and associated permitting is based entirely on return ~~flow of unconsumed SJCP water~~of Project Supply to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project ~~supply~~Supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of ~~mitigation~~the Lower Santa Fe River planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.

iii. Direct reuse will not require any reduction in the quantity of Project ~~supply~~Supply. For example, if DPR is mutually implemented at some point in the future, and in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. Lower Santa Fe River Planning Process; County Termination Option.

a. Within 180 days of the effective date of this Agreement, the ~~City and~~ County will ~~engage~~lead, and the City will actively particate in a stakeholder-informed planning process for the Lower Santa Fe River assuming that no San Juan Chama water is available for release into the Santa Fe River. The stakeholder-informed planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. Ideas to be explored during the stakeholder-informed planning process may include developing target flows and hydrographs for the lower Santa Fe River, as well as accounting for sources and uses of non-Project supply. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.

b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan , the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a "Material Change in Circumstances" means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. **Amendment**. This Agreement may be modified only by a written agreement between the Parties.

10. **Dispute Resolution.** All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. **Entire Agreement.** This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. **Law.** The laws of the State of New Mexico shall govern this Agreement.

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax:

With a copy to:

City Manager
City of Santa Fe PO Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-6511
Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

_____ _____
Alan Webber, Mayor Date

ATTEST:

_____ _____
Kristine Bustos-Mihelcic, Date
City of Santa Fe Clerk

APPROVED:

_____ _____
Mary McCoy, City Finance Director Date

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry, City Attorney Date

SANTA FE COUNTY

_____ _____
Henry P. Roybal, Chair Date
Board of County Commissioners

ATTEST:

_____ _____
Katharine E. Clark, County Clerk Date

APPROVED AS TO FORM:

_____ _____
Gregory S. Shaffer, County Attorney Date

FINANCE DIVISION APPROVAL

_____ _____
Yvonne S. Herrera, Finance Director Date

July 30, 2021

CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT

This San Juan – Chama Return Flow Project Agreement ("Agreement") is between the City of Santa Fe ("City"), a New Mexico home-rule municipality, and Santa Fe County ("County"), a political subdivision of the State of New Mexico (together the "Parties").

Recitals

A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project ("SJCP") Water.

B. The City can divert SJCP water through the Buckman Direct Diversion (BDD) for use within its service area.

C. Although the City has the right to fully consume all of its SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.

D. In order to more fully utilize City SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project ("Project"), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of unconsumed SJCP water directly to the BDD water treatment plant for direct potable reuse ("DPR").

E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the BDD, and a lower Santa Fe River water management planning process.

F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b), the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Project Supply is defined as unconsumed SJCP water that is, or could be moved through the Project.

i. Project Supply shall initially consist entirely of the City's unconsumed SJCP water.

ii. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550, for 375 acre-feet of SJCP water (County SJCP Water). If the County does not claim return flow credit for its unconsumed County SJCP Water and it becomes administratively and economically feasible to demonstrate that unconsumed County SJCP Water is delivered to the Paseo Real Water Reclamation Facility, the Parties shall amend this Agreement to add upon mutually agreeable terms such unconsumed County SJCP Water delivered to the Paseo Real Water Reclamation Facility to Project Supply.

c. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

d. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, including electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project Supply as required by Paragraph 5.

e. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15

working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of $2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to $2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed $2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of $140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R AND REUSE WATER CHARGE.

a. Once the Project is tested and accepted, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. The City Wastewater Management Division may charge the City Water Division and the County a volumetric charge for effluent as follows:

i. During the first ten years of this Agreement, there shall be no volumetric charge.

ii. Beginning in the 11th year of this Agreement and thereafter, the volumetric charge shall be determined in accordance with methodology mutually agreed to by the parties as documented in a written amendment to this Agreement.

iii. During years 11 through 20 of this Agreement, the volumetric charge shall be no greater than $1.01 per 1,000 gallons.

Volumetric charges as allowed herein shall be invoiced no more frequently than monthly and payment shall be tendered to the City within thirty (30) days of the date of the invoice. The City Wastewater Management Division may invoice electronically.

c. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project Supply during the calendar year.

d. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

e. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. Future Capital Expenditure. Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. Allocation and Delivery of Water; Accounting. The City is allocated 93% and the County is allocated 7% of Project Supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for utilizing Project Supply, including the following:

a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project Supply returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project Supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.

b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project Supply to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.

c. Direct Reuse.

i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

ii. Although the Project feasibility and associated permitting is based entirely on return of Project Supply to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project Supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of the Lower Santa Fe River planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.

iii. Direct reuse will not require any reduction in the quantity of Project Supply. For example, if DPR is mutually implemented at some point in the future, and

in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. Lower Santa Fe River Planning Process; County Termination Option.

a. Within 180 days of the effective date of this Agreement, the County will lead, and the City will actively particate in a stakeholder-informed planning process for the Lower Santa Fe River assuming that no San Juan Chama water is available for release into the Santa Fe River. The stakeholder-informed planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. Ideas to be explored during the stakeholder-informed planning process may include developing target flows and hydrographs for the lower Santa Fe River, as well as accounting for sources and uses of non-Project supply. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.

b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan , the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a "Material Change in Circumstances" means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. **Amendment**. This Agreement may be modified only by a written agreement between the Parties.

10. **Dispute Resolution.** All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. **Entire Agreement.** This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. **Law.** The laws of the State of New Mexico shall govern this Agreement.

14. **Non-Appropriations Clause.** So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. **Notices.**

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax:

With a copy to:

City Manager
City of Santa Fe PO Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-6511
Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan Webber, Mayor	Date

ATTEST:

Kristine Bustos-Mihelcic, City of Santa Fe Clerk	Date

APPROVED:

Mary McCoy, City Finance Director	Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney	Date

SANTA FE COUNTY

Henry P. Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date

CITY OF SANTA FE, NEW MEXICO
MEMORANDUM

Date: July 6, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 30, 2021 09:13 MDT)
Regina Wheeler, Public Works Department Director

From: Amanda Archuleta, Engineering Contracts Administrator

ITEM & ISSUE:

Request for Approval of Budget Adjustment Resolution (BAR) in the amount of $136,059.00 for Dawson Park (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

BACKGROUND & SUMMARY:

These funds were approved at CIAC on 11/17/2020. This request is to budget those approved funds into project ledger PRKSREC for the Dawson Park Project.

PRO/CUREMENT METHOD:

The procurement method is a Construction Engineering Contract 21-0072 with Exerplay Inc. which expires on June 30, 2022

CONTRACT NUMBER:

The Munis Contract Number is 3202516

FUNDING SOURCE:

The funding source is:

Fund Name / Number: PARKSTRLS / Fund 355
Munis Org Name/Number: PrksTrails / 3559980
Munis Object Name / Number: WIP Construction /572970

ACTION REQUESTED:

The Public Works Department respectfully requests your approval for this BAR.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Parks and Trails Division	2/2/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Construction	3559980	572970	PRKSREC	136,059	
Neighborhood Parks Impact Fees transfer to PRKSRE	2320471	760355		136,059	
REVENUES				{enter as negative #}	{enter as positive #}
transfer from capital impact fees to PRKSREC	3559980	660232		(136,059.00)	
				0	

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

To reallocate capital impact fees to WIP construction for Dawson Park as approved at CIAC 11/17/20

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

Fund(s) Affected	Fund Balance Increase/ (Decrease)
232	(136,059)
TOTAL:	0

De Alva Calabaza 2/2/201
Prepared By {print name} Date

Melissa McDonald 2/4/21
Division Director Signature {optional} Date

Regina Wheeler
Regina Wheeler (Mar 2, 2021 08:57 MST)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Mar 2, 2021 10:56 MST)
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item# 21-0072
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING 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 **Exerplay, Inc**, 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:

A. Installation of play equipment at Dawson Park, Calle Nueva Vista, Santa Fe, New Mexico 87507. This work will be accomplished through an award agreement with Cooperative Services (CES).

ITEM	Contract#	PRICE
LANDSCAPE STRUCTURES, INC. Smart Play® (2-12 years), per Design 201086A SKYWAYS BY LANDSCAPE STRUCTURES, INC. Skyways Steel Shelter SKYSTEEL2POSTHIP 10X12 SAFETY SURFACING Engineered Wood Fiber, 163 cu/yds, price includes delivery	Exerplay CES Contract #19-0278-C104-ALL; CES Contract #19-0278-C204-ALL	$102,216.20
NMGRT		$8,624.49
	Total Cost	$110,840.69

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed $102,216.20 USD, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $8,624.49 USD shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $110,840.69 USD. 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, 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 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.

A. 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.

B. 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:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. 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. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: Melissa A. McDonald, Parks Division Director
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Greg Neal
Exerplay, Inc.
12001 N. Hwy
PO Box 1160
Cedar Crest NM 87008

29. 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:

Jarel LaPan Hill
Jarel LaPan Hill (Mar 11, 2021 10:03 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Mar 11, 2021

CONTRACTOR:
Exerplay, Inc.

GREG NEAL,

DATE: 2/19/21

CRS#02-159406-006
Registration # 00150007

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Mar 11, 2021 17:55 MST)

KRISTINE BUSTOS-MIHELCIC XIV
XIV
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 4, 2021 10:07 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
3559980 572970
Org. Name/Org#1

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE 1/20/2021

NUMBER OR012021-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Santa Fe	Cooperative Educational Services 4216 Balloon Park Road NE Albuquerque, NM 87109-5801

PLEASE FAX PO TO EXERPLAY: 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	GDN	Santa Fe	4-6 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	DAWSON PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, AND INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	Smart Play® (2-12 years), per Design 201086A	1	44,143.00	44,143.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-1,765.72
Freight	Freight/shipping charges (150-20-982)	1	3,840.00	3,840.00T
	SKYWAYS BY LANDSCAPE STRUCTURES, INC.			
LSI	Skyways Steel Shelter SKYSTEEL2POSTHIP10X12, Steel Hip Roof Shelter, Mega Rib Metal Roofing, Steel Trim Kit, Building Code IBC 2015, 130 Mph wind load, Snow Load of 25 psf (Does not include snow drift). Price includes generic seal drawings (Electronic Format Only).	2	7,105.00	14,210.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-568.40
Freight	Freight/shipping charges (QOT-1A-10.07.20)	1	2,220.00	2,220.00T
	SAFETY SURFACING			
EWF	Engineered Wood Fiber, 163 cu/yds, price includes delivery (101920)	1	3,892.00	3,892.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-155.68
	INSTALLATION			
Install	Installation of LSI playground per Design #201086A, installation of Qty. 2 SkyWays 10 x 12 steel 2-post hip shelters with integrated picnic tables, and installation of 163 CY EWF playground surfacing. (1319)	1	32,663.00	32,663.00T
Bond	Performance/Payment Bond	1	3,738.00	3,738.00T
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery (except EWF), storage, security, site preparation, security fencing, or any applicable permits.			

- CONTINUED ON PAGE 2 -

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE	NUMBER
1/20/2021	OR012021-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Santa Fe	Cooperative Educational Services 4216 Balloon Park Road NE Albuquerque, NM 87109-5801

PLEASE FAX PO TO EXERPLAY: 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	GDN	Santa Fe	4-6 Weeks ARO

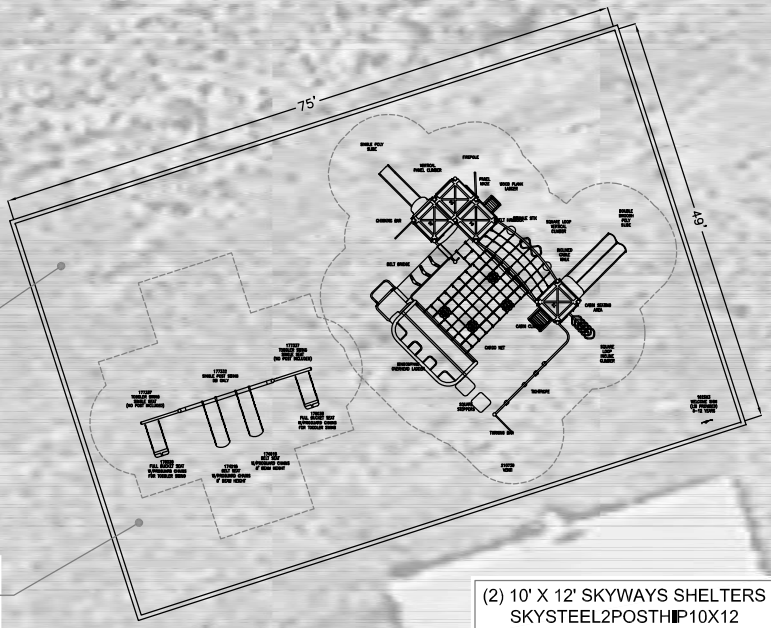
ITEM	DESCRIPTION	QTY	COST	TOTAL
GN	For more information please contact Greg Neal at (505) 577-7004, or greg@exerplay.com			
	- PRICING IS VALID FOR 30 DAYS. -			
	NMGRT - Santa Fe (01-123)		8,624.49	8,624.49

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL $110,840.69

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

*NOTE: DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.



PLAYGROUND SURFACING
TOTAL AREA 3,675 SF

MAXIMUM FALL HEIGHT
PLAY STRUCTURE - 87"
SWINGS - 96"

(2) 10' X 12' SKYWAYS SHELTERS
SKYSTEEL2POSTHIP10X12

TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	

exerplay INC

IPEMA CERTIFIED to ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:
JDC

COPYRIGHT: 12 OCT 2020
EXERPLAY, INC.

12220 N HWY 14 Suite I
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

Date	Previous Drawing #	Initials

SCALE IN FEET:
0' 5' 10' 20' 30' 40' 50'

NORTH

Dawson Park
Playground Improvement
Santa Fe NM

ExerPlay, Inc.
Greg Neal

SYSTEM TYPE:
SP/FS

DRAWING #:
201086A

landscape structures

ISO 14001:2004 CERTIFIED

ISO 9001:2008 Certified

Re: Warranty

Exerplay, Inc (the "Company"), warrants its product (the "Equipment") against defects in material or factory workmanship for a period of one year from the date of substantial completion (the "Warranty Period"). Manufactures warranty will augment the Exerplay warranty for the duration as indicated on individual documents per item.

If you discover a defect in the materials or factory workmanship of the Equipment during the Warranty Period, you must promptly notify the company in writing. You must also include proof of purchase and purchase date, installation date or date of substantial completion. The Company will, at the Company's discretion, repair or replace the defective Equipment at no cost to you, except for insurance and installation costs, which shall be your responsibility.

This warranty does not cover any loss or damage caused by (a) improper installation of any Equipment not installed by ExerPlay, Inc., (b) use of the Equipment for purposes other than which it was intended, (c) disasters such as fire, flood, wind, and lightning, (d) unauthorized alterations or modifications to the Equipment, or (e) any other abuse or misuse of the Equipment.

The Company's liability under this warranty is limited to the repair or replacement of defective Equipment. Your sole and exclusive remedy against the Company shall be for the repair or replacement, at the Company's discretion, of any defective Equipment as provided herein. ***IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, ANY LABOR AND/OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OF THE DEFECTIVE EQUIPMENT WARRANTED HEREUNDER, OR ANY OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUE OR PROFITS.**
*** Some states do not allow the exclusion or limitation** of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

***ALL IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE WARRANTY PERIOD.** *Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No agent or representative of the Company or any other person has the authority to change or modify this warranty, either orally or in writing, in any respect.

This warranty gives you specific legal rights. Additional legal rights may vary state to state.

There are no standards for care/maintenance of equipment beyond noted in the manufacturers' documentations.

Exerplay, Inc
505-281-0151

Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

May 13, 2019

Exerplay, Inc.
12001 N Hwy-PO Box 1160
Cedar Crest, NM 87008

Re. ACCEPTANCE OF OFFER and CONTRACT AWARD For:

19-027B-C104-ALL Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Removal and Site Preparation
19-027B-C204-ALL Playground, Recreational and Water Park Equipment - Equipment and Replacement Parts Only

Dear Ms. McKean,

Cooperative Educational Services (CES) thank you for responding to our 2019-027 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the RFP documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2019-027

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name ExerPlay, Inc.

Address PO Box 1160 City Cedar Crest State NM Zip 87008

Contract Contact Person Michelle McKean

Authorized Signature Charles DeBuck Printed Name Charles DeBuck

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

cdd

If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. **The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term.** However, no contract extension exists unless and until the contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chavez

CES Authorized Signature

Awarded this 13th day of May ,2019





JANUARY 2021

Procurement Services
Vendor Listing
Category Index

New Physical Address: 10601 Research Rd SE, Albuquerque, NM 87123
New Mailing Address: PO Box 81045, Albuquerque, NM 87198
Phone: 505-344-5470
Fax: 505-344-9343
www.ces.org

and secure with commercial roofing services from EverGuard Roofing! Whether installing a new roof or maintaining a current one, our team works quickly and efficiently to complete all jobs on time and on budget so that there's little to no interruption to your business. No matter the commercial business you may own, demand only the best when it comes to commercial roofing!

EXERPLAY, INC.

Address: P.O. Box: 1160, Cedar Crest, NM 87008 | Website: www.exerplay.com
Contact: Dan Gardiner | Phone #: 505-281-0151 | Toll Free #: 800-457-5444
Email: dan@exerplay.com | Fax #: 505-281-0155
Contact: Michelle McKean | Phone #: 979-279-9363 | Toll Free #: 800-457-5444
Email: michelle@exerplay.com

Contract #	Category Description
16-034N-S101-ALL	Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Renovation Removal and Site Preparation - Used for Federally Funded Projects
19-027B-C104-ALL	Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Renovation, Removal and Site Preparation
19-027B-C204-ALL	Playground, Recreational and Water Park Equipment - Equipment and Replacement Parts Only

ExerPlay, Inc. is a full-service, privately owned company that provides playground, spray-park, site furnishings and athletic equipment for parks, schools, neighborhoods, and commercial sites. We offer planning, design, installation, and retrofit services, and only represent the finest lines of equipment available, including Landscape Structures, Dumor, Anova, Classic Recreation, and many others. Our sales and install staff are CPSI certified, and many of our services are free. We love all projects, small to large, having installed thousands over nearly 30 years. Every ExerPlay employee is dedicated to making you our life-long partner in outdoor recreation!

FACILITY SOLUTIONS GROUP (FSG)

Address: 7209 Jefferson NE, Albuquerque, NM 87109 | Website: www.fsgi.com
Contact: Billy Ramirez | Phone #: 505-884-9019 X20108
Email: billy.ramirez@fsgi.com | Fax #: 505-884-4022
Contact: Fred Kondash - AEPA Contract | Phone #: 855-642-1109 x1
Email: aepa@fsgi.com

Contract #	Category Description
18-015N-A201-ALL	LED Lighting
2020-038-C212-4	Electrical Services General Requirements (Individual Project Cost Under $60,000)

Facility Solutions Group founded in 1982, as a specialty lighting distributor, we represent all the leading lighting manufacturers and can support all your facility's needs. FSG's lighting design professionals are experts at computer-aided designs that produce high quality lighting solutions. All our products, services, and solutions offer leading-edge high-efficiency lamps and fixture and advanced lighting controls to lower total cost of ownership.

FACILITYBUILD, INC.

Address: 5904 Florence Ave. NE, Albuquerque, NM 87113 | Website: www.facilitybuild.com
Contact: Cynthia Molnar | Phone #: 505-828-0050 | Cell #: 505-328-0069
Email: cmolnar@facilitybuild.com | Fax #: 505-823-0161

Contract #	Category Description
2020-09N-G1133-ALL	Gordian JOC General Construction Regions 1-8
2020-09N-R1239-ALL	RS Means JOC General Construction Regions 1-8
2021-10-G1125-ALL	Gordian JOC General Construction Regions 1-8
2021-10-R2138-ALL	RS Means JOC General Construction Regions 1-8

FacilityBUILD is a New Mexico General Contractor offering CES Members and Participating Entities a full range of construction products and services relating to educational and athletic facilities. They specialize in design-build services for new construction, renovating existing facilities to meet ADA compliance requirements, athletic seating, track and courts, synthetic field turf systems, field and auditorium lighting systems, athletic and student lockers, and playground equipment.

FACILITYDUDE – SEE DUDESOLUTIONS, INC.

FANNING BARD TATUM ARCHITECTS AIA, LTD

Address: One Park Square, 6501 Americas Parkway NE, Ste 300, Albuquerque, NM 87110 | Website: www.fbtarch.com
Contact: Sanjay Engineer, VP | Phone #: 505-883-5200
Email: sea@fbtarch.com | Fax #: 505-884-5390
Contact: Michele Carter | Phone #: 505-833-5200
Email: mc@fbtarch.com

Contract #	Category Description
19-01B-C101-ALL	Architectural and Landscape Architectural Design and Related Services

RFP No: 2019-027

CES CONSTRUCTION GENERAL TERMS AND CONDITIONS

The flow of transactions for procurement under this solicitation will be as follows:

1. Contractor provides quote to Member.
2. Offeror's pricing includes the CES Administrative Fee of one point two five percent (1.25%). The Administrative Fee is not to be listed as a separate line item on the quote and invoice.
3. All local New Mexico Gross Receipt Tax to be listed as a separate line item on the quote and invoice.
4. Upon acceptance of quote by CES Member, CES Member will issue a purchase order to CES.
5. CES verifies the quote with the solicitation response and issues a purchase order to the Contractor for one point two five percent (1.25%) less than the Contractor's quote to the Member.
6. The Contractor provides the items or services and invoices CES for the amount of CES' purchase order to the Contractor.
7. CES invoices the Member.
8. The Member pays CES.
9. After receipt of the Member payment, CES pays the Contractor for items and services delivered and accepted by the Member, not to exceed the purchase order amount.

For the purposes of this REQUEST FOR PROPOSAL, the following terms shall be defined as indicated below.

The term Bidder, Contractor, Offeror and Proposer can be used to identify the person(s) or firm(s) submitting a response to a Request for Bid or Request for Proposal.

Acceptance of Delivered Services: The CES Member/Participating Entity shall determine if the delivery of the project satisfies the requirements identified in the contract order. If there is a dispute between the Contractor and the CES Member/Participating Entity, CES will make the final determination.

Addendum: An addendum may interpret, modify or change the solicitation documents by making additions, deletions, clarifications or corrections and shall be incorporated into the solicitation documents.

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges.) The CES administrative fee will be taken as a deduction off the amount of the cost quote/proposal when CES prepares its purchase order to the Contractor, unless an alternative pricing method has been approved by CES.

Amendment of Offer: An offer can be amended prior to the solicitation closing time date in the CES eProcurement System.

Applicable Law: This contract will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract will be done in strict accordance

with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

Assignment: No right or interest in this contract will be assigned or transferred by the Offeror without prior written permission by CES, and no delegation of any duty of the Offeror will be made without prior written permission by CES. CES will not unreasonably withhold approval and will notify the Contractor within 15 days of receipt of written notice by the Contractor.

Assignees, Mergers, Dissolution and Successors: The Contractor agrees that during the term of the contract, it will maintain its existing business structure and adhere to the terms and provisions of the contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all of the existing and future obligations of the original Contractor;
C. Provide CES with all of the documents required for it to review, evaluate and approve; and
D. Receive CES' written approval.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by the agency prior to the Contractor accepting a purchase order. The agency reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid. If the Offeror wishes to have all payments under this contract made to a third party, Offeror must state this in its response.

Audit Rights: In accordance with applicable New Mexico and federal law, the Contractor's books and records related to any process and/or activity that occurs under this contract may be audited at a reasonable time and place.

Authority: This RFP, as well as any resultant agreement, is issued under the New Mexico Procurement Code, CES Board Policies and CES Procurement Guidelines.

Awarding of Contract: CES reserves the right to make single or multiple awards or to reject one or all proposals. A response to the RFP is an offer to contract with CES based upon the terms, conditions, scope of work and specifications contained in this request for proposal. A RFP does not become a contract unless, and until, CES signs the Acceptance of Offer and Contract Award document, eliminating the need for a formal signing of a separate contract.

Background Checks - Per 22-10A-5 NMSA 1978, the New Mexico Public Education Department (NMPED) mandates security and background checks for individuals working and/or providing services within public

school grounds and buildings. Specifically, part C of the sections states, “Local school boards and regional education cooperatives shall develop policies and procedures to require background checks on an applicant who has been offered employment, a Contractor or a Contractor's employee with unsupervised access to students at a public school.” Describe how your company will comply with the CES Member’s or Participating Entity’s policies and procedures in regard to background checks.

Best and Final Offer: After initial receipt of proposals, CES reserves the right to conduct discussions with responsible Offerors who submit responsive proposals.

Bonds: All bid, performance and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor’s receipt of the CES purchase order.

Brand Names: The use of the name of a manufacturer, brand name or catalog number does not restrict the offer. Brand names are used to indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the proposal.

Bribes, Gratuities and Kickbacks: Sections 13-1-191 and 13-1-198 Procurement Code, NMSA, 1978 prohibits bribes, gratuities and kickbacks, and provides for criminal prosecution for the violation thereof.

Buyer: Refers to CES as an agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with CES Joint Powers Agreement, policies and procedures.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Contractor submits a proposal. Pursuant to the Procurement Code, Sections 13-1-28, NMSA 1978 and 13-1-191.1 NMSA, any prospective contractor seeking to enter into a contract with any state agency or local public body must provide CES with a Campaign Contribution Disclosure Form at time of RFP submittal.

Captions, Headings, and Illustrations: The captions, headings and subheadings in this RFP are for convenience, enjoyment, and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Certification: By signature in the offer section of the offer page, the Contractor certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Contractor will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.
4. The Contractor agrees to promote and offer to Members/Participating Entities of CES only those materials and/or services allowed under resultant contract(s) as CES contract items.
5. The Contractor agrees to adhere to and comply with the procurement and transaction process and pricing format stipulated within the resulting contract.

CES: For the purpose of this solicitation, the term "CES" is defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, CES, Member and Participating Entity are interchangeable.

CES Eligible Agency: For the purpose of this solicitation, the terms "CES Eligible Agency", "Eligible Agency" and "Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978 § 22-1-2, State Institutions as defined in NMSA 1978 § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978 § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978 § 21-14-1 et seq., technical and vocational institutes defined in NMSA 1978 § 21-16-1, area vocational schools defined in NMSA 1978 § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978 § 21-14A-1, charter schools as defined in NMSA 1978 § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code 13-1-135 NMSA 1978 to enter into cooperative purchasing agreements, pursuant to Sec. 11-1-1 et seq. 1978 Comp. and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Price Support: Although CES expects Offerors/Contractors to offer their very best prices to CES Agencies, nothing in this solicitation establishes a most-favored customer relationship between CES and the Contractor. The Contractor can respond to any solicitation from any public procurement unit without regard to this contract; however, the Contractor must agree that fees and prices offered through its CES contract will be at least two percent (2%) below the lowest fee/price offered directly to a CES Agency for a similar volume.

CES Participating Entities: Is defined as non-public educational agencies and/or organizations classified as follows, that may participate in and purchase tangible personal property, professional, non- professional and construction services through their cooperative purchasing agreement with CES.

A. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
B. State Agency [13-1-90 NMSA 1978] is defined as any department, commission, council, board,

committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.

C. Local Public Body [13-1-67 NMSA 1978] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978].

D. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Regions: New Mexico is a large state geographically. For this solicitation, CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public School Districts located in each. Any public educational institution, i.e. BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. **Region Eight (8)** – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver City, and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Civil and Criminal Penalties: 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.

Clarification: As used in the RFP, clarification means communication with a Contractor for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the Contractor. Unlike "Discussion" (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.

Competitive Sealed Proposals: As required in the Procurement Code, CES has determined that competitive sealed bids are neither practical nor advantageous for this solicitation. These CES contracts will be awarded through competitive sealed proposals for the following reasons:

1. CES may conduct oral or written discussions with potential Offerors prior to an award.
2. CES desires to allow vendors to clarify proposals.
3. CES intent is to award a contract(s) on which price is only one of many determining factors.
4. Products and services offered must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
5. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability to provide the products and services and comply with all of the terms, conditions, specifications, and requests for information stated herein.
6. Offeror must provide proof of bonding capacity.
7. Offeror must provide the necessary documentation to demonstrate that it complies with all solicitation requirements.
8. CES realizes that over the period of a multi-year contract, certain prices may change. Offeror must demonstrate its ability to control the securing of, delivery of, installation of, warranty of and the resolution of problems with the products and services offered.
9. At contract renewal, an RS Means Contractor may request an increase or decrease to the adjustment factors in your Cost Excel Price Book.
10. Products offered must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
11. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability and capacity to provide, perform and comply with all of the terms, conditions, specifications, and requests for information stated herein.
12. Offeror's Past Performance Information (PPI) must indicate a vendor in good standing who has performed and conducted its business affairs in an acceptable manner without improprieties.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating

to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Executive Director will review the statement, and will determine in writing whether the information will be withheld. If the Executive Director determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the bid or RFP may be rejected.

Conflict of Interest: Any contract issued related to this RFP is subject to cancellation by CES if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the CES Agencies is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work,

structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Contract: Any agreement between the procuring entity and a contractor for the procurement of items of tangible personal property, services or construction.

Contract Between CES Eligible Agency and Prime Contractor: In any contract between the prime Contractor and a CES Eligible Agency based on a contract awarded in response to this RFP, the terms and conditions of the RFP will prevail. A contract between the CES Eligible Agency and the Contractor for construction shall model an industry standard agreement. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

For construction projects performed under this RFP for which a formal contract between the CES Member or Participating Entity and the prime Contractor has not been executed, the terms, conditions and stipulations of the agreement must be clearly identified and stated, if applicable, within the written quote or proposal provided by the prime Contractor to CES and the CES Eligible Agency.

Contract Between Owner, Buyer And Contractor: For any construction project a Three-Party Agreement may be required between CES, a CES Eligible Agency, and the Contractor. If utilized, this agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act and the Subcontractor Fair Practices Act.

When using this agreement, the Contractor will be responsible for providing CES with the information required to complete the Three-Party Agreement. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contract Changes: CES can make changes within the general scope of this contract by giving notice to the Contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the Contractor will be recognized without written approval of CES. Any claim of Contractor for any adjustment must be made in writing within thirty (30) days from date of receipt, by Contractor, of notification of such change, unless CES waives this condition. Nothing in this section will excuse Contractor from proceeding with performance of the service as changed hereunder.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if is determined to be in the best interest of CES, its Members and Participating Entities.

Contract Multiple Awards: CES has determined that contracts awarded to more than one supplier for comparable goods and services at various prices best meets the many needs of its Members and Participating Entities. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

Contract Multiple Term: A contract having a term longer than one (1) year.

Contract Non-Exclusive: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The term of the agreement will commence on award and continue until terminated, canceled, or extended. By mutual written agreement, the contract may be extended for up three (3), additional 12-month periods. However, no contract extension exists unless Contractor is so notified by CES. Extension and renewal of contract shall include, but are not limited to:

1. Contract usage and volume.
2. Satisfactory delivery of products and services during the preceding contract term.
3. Ability to continue the delivery of quality products and services.
4. Adherence to the contract terms and conditions.
5. Ability to provide competitive prices for products and the services under the contract.
6. CES, at its option, may require an update of statements of qualifications annually.

Contract Type: Indefinite quantity with the pricing scheme identified in each of the Categories of this RFP. The pricing schemes requested may include one or all of the following:

1. Fixed discount off retail or off published catalogs and price lists.
2. Fixed-price with economic adjustment. Offeror must identify, in writing, in this RFP any contingencies prior to approval.
3. A fixed factor applied to the R.S. Means Construction Procurement Catalog utilized for construction or construction items.
4. Fixed labor rates for projects under $60,000 that do not require New Mexico State Wage Rate Decision.

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the anniversary date of the contract (first year) and prior to the annual renewal date (last three years). Justification for any adjustment will be in writing and be accompanied by appropriate documentation. CES will consider any price adjustments due to unforeseen and/or insuperable market forces that can be fully documented and justified.

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who

coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. Contractor's license is required.

A. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
B. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List: The contractor will furnish and keep current copies of the approved price list to CES to facilitate eligible procurement agencies in placing orders. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), RSMeans, and/or other acceptable pricing documents/methodologies, they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Contractor's Quote to CES Member or Participating Entity: When preparing a proposal under a CES awarded contract, the Contractor must clearly identify and break out supplies, materials, equipment, services, labor, and local New Mexico Gross Receipt Tax into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. *Stated prices must include the CES one point two five percent (1.25%) administrative fee*. All costs associated with preparing cost proposals and job orders shall be the responsibility of the Contractor and must be based on a detailed scope of work and in compliance with an approved pricing methodology.

Cooperative Purchasing: Is authorized under section 13-1-135 NMSA 1978 and this contract is based on the need for CES to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for public educational institutions, Participating Entities and other procurement units.

Cooperative Purchasing Agreement: Is an agreement between CES and a Participating Entity for the purpose of establishing the procurement method by which Participating Entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative (CES).

Cost of Proposal Preparation: CES will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Contractor must agree not to place CES, its Member or Participating Entity on "credit hold" without ten (10) days advanced notice in writing to all parties, by letter or e-mail. Before CES can pay a

Contractor's invoice, it must collect payment from the CES Member or Participating Entity that received the product. CES believes it is better for the Contractor if CES places the slow-paying agency on "credit hold". If a Contractor places CES on "credit hold," agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

Current Products: All offers will be for construction and non-construction services, equipment, supplies, commodities and software in current production and marketed to the general public and educational or governmental agencies.

Default in One Installment to Constitute Total Breach: Contractor will deliver conforming materials in each installment, or Lot of this contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Contractor delivers nonconforming materials to any Member of CES under this contract.

Defective Goods: Contractor agrees to pay for return shipment on goods that arrive in a defective or non-operable condition. Contractor must agree to arrange for return shipment of damaged goods.

Descriptive Literature and Brand Names: All offers must include a complete set of the manufacturer's descriptive literature regarding the equipment, software, construction and non-construction products and services offered. Brand names, trade names and/or catalog numbers used in the RFP are intended to describe and identify equipment and software.

Disclosure of Confidential Information: Any confidential information provided to the Contractor by CES, its Members or Participating Entities or developed by the Contractor based on information provided by CES, its Members or Participating Entities 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 CES, its Members or Participating Entities. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to CES, its Members or Participating Entities within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to CES, its Members or Participating Entities will result in direct, special and incidental damages.

Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, Contractors or employees who are active employees of CES or are immediate relatives of an employee of CES.

Discontinued Products: In the event that a product or model is discontinued by the manufacturer, CES will allow the Contractor to substitute a new product or model if the pricing discount is equivalent to the discontinued product or model.

Electronic Data: The contractor holder must be willing and capable of providing to the CES and/or its Members or Participating Entities, upon request, documents (proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc.) in the appropriate drafting software (i.e. Revit), Microsoft Office and other computer technology formats.

Estimated Quantities: CES anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. CES does not guarantee usage. Usage depends on the actual needs of the CES Members or Participating Entities and on the marketing expertise of the Contractor.

Evaluation Committee: Means a committee of CES Members, CES Participating Agencies and CES Staff to perform the evaluation of Offeror's proposals. The committee reviews, evaluates and makes an award recommendation to the CES Procurement Officer, who makes a final determination.

Execution of Contract and Compliance with Proposal Instructions: By submitting a proposal, the Offeror acknowledges its understanding of the Instructions to Bidders and its willingness to comply with the requirements of the bid documents.

Federal Requirements: See attached supplemental Federal Terms and Conditions in the RFP documents.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Fungible Goods: Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a buyer until a separation of the purchased share has been made, delivered and received.

General Provisions: The terms **"can", "may", "should", "preferably",** or **"prefers"** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offerors proposal.

Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the purchasing agency may:

1. Reject the whole; or
2. Accept the whole; or
3. Accept any unit or units and reject the rest.

Indemnification: Contractor shall indemnify and hold harmless CES, its Members or Participating Entities, and its officers and employees, against liability, claims, damages, losses or expenses arising out of causes of action of whatever kind or nature asserted by any third party, bodily injury to persons, or damage to property caused by, or resulting from, Contractor's or its employees, own negligent act(s) or omissions(s) while Contractor, 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 (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is

not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(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, workman's compensation.
It is expressly agreed that, to the extent it is determined that the damage claimed was in part caused by the negligence of CES or other parties, the Contractor's liability pursuant to this indemnification provision will not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

Indemnification Intellectual Property: The Contractor shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2) Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

CES, its Members and Participating Entities Rights: 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 sole expense:

1) Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities 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 CES, its Members and Participating Entities to the extent such modification is the cause of the claim.

Inquiries: Any question related to this RFP will be submitted in writing through the CES eProcurement System by signing in at https://eprocurement.ces.org/. Replies will be made to all who have registered and downloaded this RFP from the CES eProcurement System. Any addenda created will become part of the bid documents.

Installation: Equipment or products that require professional installation will be installed per the project schedule as revised

Insurance: On contract award, the Contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly

employed by any of the Contractors or by anyone for whose acts the Contractor may be liable during the entire performance period of this contract. The Contractor must furnish a Certificate of Insurance (Acord 25) to CES prior to official award. If policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Bidders will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is $1,000,000 combined single limit for bodily injury and property damage, or $750,000 bodily injury and $250,000 property damage (each occurrence). The Offeror will name CES and the CES Member as additional insured up to the limits of the Tort Claims Act. Additional punitive damages liability to $500,000 will be provided naming CES as additional insured.
3. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
4. In addition, Contractor must provide, upon request, identical certification of insurance to any CES Member using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime Contractor and CES Member.
5. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Interviews: If interviews are required by the Evaluation Committee, CES staff will coordinate with each Offeror as to the questions to be asked, time, date, place and the time allowed for their presentation. The Evaluation Committee Members may question each Offeror during or after its presentation. Interviews will be closed to any persons not representing the Offeror. At the conclusion of all interviews, each Evaluation Committee Member shall freshly rate each Offeror in accordance with the criteria and standards stated. CES will not be responsible or reimburse any Offeror for the cost of their presentation or travel.

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.

Invoice: Contractor will invoice CES upon acceptance of an Owner-approved invoice. The invoice shall include the CES Purchase Order number, applicable contract pricing, change orders, if applicable, and the local New Mexico Gross Receipts Tax. The Contractor agrees not to contact the accounts payable department, business manager or executive officer of a CES Eligible Agency which owes CES payment for a product or service delivered, unless CES has specifically requested assistance in collecting a past due payment. (See also 'Progress Payments for Construction').

Late Offers: All offers will be submitted through the CES eProcurement System at https://eprocurement.ces.org/Index.html. Offers not submitted through the CES eProcurement System will be considered non-responsive and the Proposer will be notified in writing. If the Proposer feels that

its failure to meet this requirement is due to unforeseen conditions or "Acts of God", the Proposer will need to provide detailed documentation as to the reason(s) why the proposal was not submitted by the due date and time in the CES eProcurement System to the Purchasing Manager at 4216 Balloon Park Rd, Albuquerque, NM 87019 or e-mail to bids@ces.org. CES will review the documentation submitted and make a written determination whether to accept or reject the proposal.

Lease and Rentals: Offeror can allow CES Members to enter into rent, lease or lease/purchase agreements, providing such agreements are in compliance with 6-6-12 NMSA 1978 Exemption from Bateman Act, 13-1-67 NMSA 1978 Definition; local public body, and Public Education Department policies, rules and regulations. CES will not collect lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal with interest rates described as related to a government standard. Offeror must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the CES Member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Member of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, the lease agreement with the CES Member or Participating Entity will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by CES Members or Participating Entities (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to Lessee. It is up to CES, its Members or Participating Entities to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state and local licenses, registrations, certifications, bonds and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state and local licenses, registrations, certifications, bonds and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liens: All materials and services will be free of all liens.

Liquidated Damages: The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents.. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquated damages are assessed per calendar day of delay until the work is determined by CES and its Member or

Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.

Maintenance: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours; service in rural areas within 24 business hours. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

Mandatory Requirements: The terms **"must," "shall," "will," "is required,"** or **"are required"** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor shall result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the CES Evaluation committee and a final decision on rejection will be made by the CES Procurement Officer.

Manufacturer's Representative: Dealers of products, services and equipment offered in response to this RFB or RFP, must provide a letter from the manufacturer certifying that the Offeror is a bona fide dealer or distributor for the products, services and equipment offered in response to this RFB or RFP. Should the dealer fail to satisfactorily fulfill any obligations established as a result of the contract award, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers or distributors for the balance of the contract period.

Money: All transactions are payable in U.S. currency only.

Negotiations: Offerors submitting proposals may be afforded an opportunity for discussion and clarification of proposals. Clarifications may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award.

New Mexico Building Codes and Regulations

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"
- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code

- NMAC 14.7.6 - 2009 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA 1978
- New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

New Technology and Products: New products announced by the manufacturer may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES can reject any additions, without cause.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not

provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

NMPED: New Mexico Public Education Department.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages, and Affidavit of Wages Paid.
2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e-mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

No Replacement of Defective Tender: Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this will constitute a breach, and Contractor will not have the right to substitute a conforming tender without written consent of all parties involved.

Notice: Notices under this contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the respective parties as specified herein, or at such other address as may be specified by either party from time to time.

Novation: If the original Contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. CES reserves the right to accept or reject the new party, with the original Contractor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Contractor.

Offer Acceptance Period: In order to allow opportunity to evaluate the proposals offered, CES requires that an offer in response to this solicitation be valid and irrevocable for one hundred and twenty (120) days after opening time and date.

Offer Non-Responsive: Any offer that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive.

Options: Optional equipment or products can be added to the contract at the time it becomes available under the following conditions:

1. The option meets and complies with the solicitation's scope of work, specifications and requirements.
2. The option is priced at a discount similar to other options.
3. The option is an enhancement to the unit that improves performance or reliability.

Ordering Process: CES Members and Participating Entities will submit signed purchase orders to CES. CES will then issue a purchase order to the Contractor. When necessary, one or more orders may be combined. The Contractor must agree never to accept a purchase order based on this procurement method, unless the purchase order is issued by CES.

Overcharges by Antitrust Violations: CES maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to CES any and all claims for overcharges as to the goods or services used to fulfill the contract.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all right, title and interest, including but not limited to copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "**materials**") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all **documents** necessary to assign and transfer to, and vest in CES, its Members or Participating Entities all Contractor's rights, title and interest in and to such original **materials**, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

Parol Evidence: This contract represents the final written expression of agreement. All agreements are contained herein, and no other agreements or representations that materially alter it are acceptable.

Past Performance Information (PPI): PPI is relevant information regarding a Contractor's actions under previously-awarded contracts to schools, local, state, or federal agencies. It includes the Contractor's record of conforming to construction licensing requirements, subcontractors requirements, specifications and to standards of good workmanship; the Contractor's record of containing and forecasting costs on any previously performed cost; reimbursable contract schedules, including the administrative aspects of performance; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business- like concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give Contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow Contractor to control and fully cooperate with Contractor in the defense and all related

settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Contractor. If any CES Member and Participating Entities are involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Contractor, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace or so modify with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software on written request by Contractor at Contractor's expense.

Contractor agrees to refund CES and/or its Members or Participating Entities a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, fails to return the equipment, the Contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Contractor. However, one Member's or Participating Entity's action will not preclude Contractor's obligation to others not having modified their equipment or software.

Payment by CES: CES will make every effort to collect payment from Members or Participating Entities for the purchase of goods and services within thirty (30) days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any offer that requires payment in less than forty-five (45) days shall not be considered.* CES must first receive payment from the Member or Participating Entity in order to process payment to the Contractor. Any Contractor whose business would be in jeopardy due to slow payments is encouraged not to respond. It has been CES' experience that public agencies always pay, but many are slow in processing payments.

Payments by Member or Participating Entities: For the purchase by a Member or Participating Entity directly from the Contractor for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Contractor will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Contractor is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days shall not be considered.*

Payment of Administrative Fee: When CES Members or Participating Entities issue payment directly to the Contractor for goods and services received and accepted. The Contractor will, upon receipt of payment from a Member or Participating Entity, issue payment to CES for the CES administrative fee in an amount equal to one point two five percent (1.25%) of the total invoice amount.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed ~~goods and services delivered~~ and accepted by the CES Eligible Agency.
2. Final payment of a contract, f~~or which progress payments have been made,~~ will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received and audited by CES.

Preferences:

- **Residential Contractor Preference**: Pursuant to NMSA 1978 13-4-2, a Request for Proposal shall include a provision for Residential Contractor preference for those Contractors that submit a valid Contractor business certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section to Section 13-1-22.
- **Residential Veteran Contractor Preference**: Pursuant to NMSA 1978 13-4-2, a Request for Proposal shall include a provision for Residential Veteran Contractor preference for those Contractors that submit a valid veteran Contractor business certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

Pursuant to NMSA 1978 13-1-21, applicable preference will be awarded to responding Offerors that submit a copy of a valid resident contractor certificate or valid veteran contractor certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA. For joint proposals submitted by both a resident and nonresident Offeror, preference will be applied to the percentage of work produced or performed by the resident firm. If federal funds will be used in whole or part as a funding source, Residential Contractor or Residential Veteran Contractor Preference will not apply pursuant to 13-4-3 NMSA 1978.

Price List: The Contractor will furnish CES, its Member and Participating Entity with copies of or access to the approved price list for products and services for any contract based on this solicitation. The price list must be in the format and contain the detail information required by the CES. When Contractor offers a discount off a published list, catalogue price list, retail price, or Manufacturer's Suggested Retail Price (MSRP), such discounts will include the CES one point two five percent (1.25%) administration fee and must be submitted in the format required and be auditable by CES.

Price Quote or Proposal: When preparing a quote/proposal under a CES awarded contract, the Contractor must clearly identify and break out supplies, materials, equipment, labor, Performance and Payment Bonds, New Mexico Gross Receipts Tax, and services into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. All pricing includes CES one point two five percent (1.25%) administrative fee and any required New Mexico Gross Receipts Tax.

Promotional Price Reduction and Adjustment: A price reduction or adjustment can be offered at any time and will become effective upon approval by CES. Special and/or promotional pricing, time-limited reductions are permissible under the following conditions:

1. CES reserves the right to approve or disapprove such requests;
2. The price reduction may be available to all CES Members and Participating Entities equally;
3. The price reduction may be available for a specific time period; and
4. After the promotional pricing period expires pricing shall revert to the current contract pricing.

Pricing: Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract will include the CES one point two five percent (1.25%) administration fee-while this contract is in effect, unless modified by formal contract amendment. Prices offered will be at least two percent (2%) below the lowest price stated on any other contract held by the Offeror for similar goods and services offered to governmental entities in New Mexico.

Pricing-Alternative Method of Costing: This method covers any product and service not covered by an approved price list or is a custom design or manufactured to meet the requirements of an individual project. The alternative cost is calculated as follows:

1. The Offeror must prepare, issue, and receive written quotes as practicable, to meet the project requirements.
2. All quotes must be attached to the project estimate prepared for the owner.
3. The project estimate to the Owner must indicate the percent of overhead and markup as stated in your cost proposal response.
4. The Offeror must indicate the percent off discount offered to CES
5. The Offeror will then subtract the approved CES discount to obtain the CES price. Example: item cost $1,000; percent of profit/overhead of 20% equals retail price of $1,200; less the CES discount of 10% or $120 equals the CES price of $1080.
6. CES or its Member Agencies reserve the right to accept or reject any quote or proposal using this method.

Pricing Line-Item: Products and/or services are broken down in detail by product category and product type and each product and/or service is presented as an individual item which provides the following information at a minimum.

1. Vendor/Manufacturer	2. Product Number
3. Product Name	4. Product Description
5. Product Name	6. Unit of Measure

Prime Contractor: Any Contractor paid directly by CES, its Members or Participating Entities is a prime Contractor; a subcontractor is paid by the prime Contractor. Prime Contractors using subcontractors are responsible for all actions of their subcontractors.

Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Product Discontinuance: In the event that a product or model is discontinued by the manufacturer, the Contractor can substitute a new product or model, if the replacement product meets or exceeds the performance of the discontinued model.

Progress Payments for Construction: All progress payments must be invoiced through CES. It is the responsibility of the CES using agency and/or its designee to review and approve any estimates of work completed. If the CES using agency or their designee issues a written statement to the contractor per 57-28-5 NMSA 1978 A. “If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…” In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Protests: Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code §13-1-172 NMSA 1978. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court, in and for, the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern any resulting transactions.

A protest period of fifteen (15) days shall begin on the day following the preliminary award notice and end at 5:00 p.m., local Mountain Time at the end of the fifteenth (15) day. A protest must be written and include:

1. The company name, contact name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the Request for Proposal (RFP) or Request for Bid (RFB) by solicitation number;
4. A detailed statement of the legal and factual grounds of protest, including copies of any relevant and supporting documents and exhibits; and
5. The form of relief requested.

Protests shall be filed with the Chief Procurement Officer (CPO) of CES, at 4216 Balloon Park Road, Albuquerque, NM 87109. *Any protest received after the protest period deadline will not be accepted.*

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this invitation will become the property of CES and be a matter of public record available for review, after the final award notification and after the negotiation process pursuant to 13-1-116 NMSA 1978 and the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2). All proposals may be reviewed under the supervision of CES staff by appointment, from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico, 87109.

Quality: The equipment, materials, services, or work performed for the CES Member or Participating Entity, shall:

1. Meet or exceed the specifications of the CES Member or Participating Entity;
2. Be of a quality to pass without objection in the industry or trade normally associated with them;
3. Fit for the intended purpose(s) for which they are used;
4. Of every kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
5. Adequately contained, packaged and marked as the contract may require; and
6. Conform to the written promises or affirmations of fact made by Contractor.

Quality Control Issues: During the course of the contract, the CES Eligible Agency's contact person may secure samples proposed materials for use on the project and submit them to an independent laboratory for comparison to specified material. The Contractor will be notified of the results and should test results prove that a material is not functionally equal to or better than that specified, the prime Contractor will pay for all testing and costs incurred to have materials replaced that are found not to comply with the specifications, removed and dispose from the job site.

Request for Proposals or RFP: All documents, including those attached or incorporated by reference,

which are used for soliciting proposals.

Responsible Offeror: An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their firm has the financial resources, production ~~or~~ and service facilities, personnel, and experience to make satisfactory delivery of ~~the~~ construction products and services or items of tangible personal property described in the proposal.

Responsive Proposal: An offer which conforms, in all material respects, to the requirements set forth in the Request for Proposal. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Safety Measures: Offerors will take all necessary precautions for the safety of employees on the worksite and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They will post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions will be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract will comply with all current applicable Occupational Safety and Health Standards, National Electric Code, American Refrigeration Institute (ARI), National Electrical Manufacturers Association (NEMA), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), New Mexico Environment Department (NMED), Occupational Safety and Health Administration (OSHA) and National Fire Protection Association Standards (NFPA).

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES or its Members, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES or its Member. Samples will be free of charge and submitted and removed by Offeror at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Members will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member will have the right to dispose of them.

Serial Numbers: A serial number is a unique, identifying number or group of numbers and letters assigned to an individual piece of equipment by the original equipment manufacturer. The Offeror agrees to provide products and equipment with serial numbers if provided by the manufacturer.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application.

Shipment Under Reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping Errors: Contractor agrees that shipping errors will be at the expense of the Contractor. For example, if a Contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the Contractor to pay for shipping and restocking charges back to the supplier, subcontractor, manufacturer or distributor, at the convenience of the CES Member or Participating Entity.

Shipping Terms: Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES, its Members or Participating Entities to the Contractor. The Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the Contractor. The receiving agency will notify CES, the Contractor and/or Freight Company promptly of any damaged goods, and will assist the Freight Company/Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre-installation requirements.

Smoking: All Contractors and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Specifications: All Scope of Work specifications in this RFP are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specifications are intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Contractor believing a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department

of Workforce Solutions rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor, will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Stored Materials: Upon prior written agreement between the Contractor and CES Member or Participating Entity, payment may be made for materials not incorporated in the work, but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of Builder's Risk insurance coverage with CES Member or Participating Entity as an additional insured upon agency's request. The CES Member or Participating Entity must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, all stored materials must also be clearly identified as property of CES Member or Participating Entity. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:
   A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
      1). Five Thousand Dollars ($5,000); or
      2). One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).
   B. Address of the place of business
   C. Subcontractor license number
   D. Type of work or services to be performed by the subcontractor.
   E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.
2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA 1978.
4. Subcontractors will need to provide performance and payment bonds to prime Contractor if the

subcontract is greater than $125,000 pursuant to 13-1-148.1 .

5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.
9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for obtaining background checks for any employee working on a CES project per the CES Member's background check policy.

Support for CES Pricing: Although CES expects Offerors to offer their very best prices to CES Agencies, nothing in this solicitation establishes a most-favored customer relationship between CES and the Contractor. The Contractor can respond to any solicitation from any public procurement unit without regard to this contract; however, the Contractor must agree that fees and prices offered through its CES contract will be at least two percent (2%) below the lowest fee or price offered directly to a CES Agency for a similar volume. A Contractor's response to a non-CES solicitation issued by a CES Agency may reflect the Contractor's best non-CES price with a note indicating a lower price is available through a CES contract.

Suspension or Debarment Status: If any firm, business, person, or Contractor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government entity, the Offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, shall result in the cancellation of any contract. By signing the "Acceptance of Offer and Contract Award", the Offeror certifies that no suspension or debarment exists.

Taxes: Prices offered will not include applicable New Mexico Gross Receipts Tax (NMGRT). All applicable New Mexico Gross Receipts Tax must be listed as a separate item on the quote and original invoice to CES and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No New Mexico Gross Receipts Tax can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include **such** taxes as a separate item on the original invoice and quote to CES.

Technical Irregularities: Are matters of form rather than substance evident from the proposal documents or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, CES reserve the right to waive such irregularities or allow an Offeror to correct them if either is in the best interest of CES and its Members or Participating Entities. Examples may include, but are not limited to, the failure of an Offeror to:

1. Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound.

Termination for Convenience: CES can, by written notice stating the effective date, terminate the contract issued as a result of this RFP for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by CES with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: CES reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. The Contractor accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to CES. Failure on the part of the Contractor to satisfactorily respond can result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation, or loan purposes are not considered gratuities.

Termination for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than $10,000

in any 12-month period. CES reserves the right to cancel the whole or any part of this contract due to failure by Contractor to carry out any obligation, term or condition of the contract. CES will issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of time;
4. Failing to make progress in performance of the contract and/or giving CES reason to believe that Contractor will not or cannot perform the requirements of the contract;
5. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work;
6. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.
7. Fails to observe any or all of the terms and conditions of the contract.
8. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, Contractor will have ten (10) days to provide a satisfactory response to CES. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the contract will become the property of the CES Member on demand.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this RFP and executed through the CES procurement process may be terminated if insufficient appropriations or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to CES Members or Participating Entities governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The CES Members or Participating Entities decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.

Termination of RFP: CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals when it is in the best interest of CES, its Members and Participating Entities (13-1- 131 NMSA 1978).

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it actually receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of 13-1-156 NMSA 1978 for tangible personal property with the estimated value which exceeds five thousand dollars ($5,000). Equipment will be dismantled by the Contractor and removed at the Contractor's expense. The conditions of the trade-in equipment at the time it is turned over to the Contractor will be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the offer and the trade-in. Values placed on trade-in products are negotiated by the CES Member or Participating Entity and the Contractor.

Warranty: Contractor warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the

purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined ~~in~~ for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor and reimbursable expenses.
2. Unless modified elsewhere in this solicitation, Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor.
3. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.

Weighted Evaluation: CES reserves the right to determine the points allocated to the technical response and the cost response that is most appropriate.

Withdrawal of Offer: An Offeror can withdraw its proposal through the CES eProcurement System any time prior to the specified due date and time.

Year-End Procurement: For purchase orders (PO) issued to a Contractor, goods must be delivered and services must be completed five (5) days prior to the end of the school's fiscal year (June 30th). CES must receive all invoices dated for the prior fiscal year by the 10th of July. The CES Member or Participating Entity may cancel purchase orders for goods or services not delivered or completed by June 25th. The CES Member or Participating Entity may issue a new purchase order dated after July 1st for any goods not delivered or services not completed by June 25th.

Acceptance of General Terms and Conditions

Offeror is to sign the statement below. Any exceptions must be listed on a separate page(s) as required.

(X) I accept the Categorical Terms and Coniditions, without exceptions.

(__) I accept the Categorical Terms and Coniditions, with exceptions as listed below or on separate page(s).

Charles DeBuck, Business Manager

Printed Name and Title

Charles DeBuck

Signature (should match cover signature)



Login (/pwaa/LRDEmployer/Core/Navigate.aspx?Go=Core.Login)

(/PWAA/LRDEMPLOYER/CORE/NAVIGATE.ASPX?GO=CORE.LOGIN)

CONTRACTOR REGISTRATION SEARCH

Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search, enter your desired search criteria using any of the fields below and then selecting the Search button. Selecting the Reset button will clear all search field criteria entries.

Enter Information

FEIN:

Registration Number: 002440320120504

Contractor Name: ☐ Contains

DBA Name: ☐ Contains

Search Reset

Search Results

Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Regist Status
002440320120504	ExerPlay Inc.	ExerPlay Inc.	5052810151	12001 HWY 14 N	05/22/2020	06/20/2022	Active

Last Updated: 12/17/2020 2:59:51 PM | Accessibility | Privacy Statement | Viewing Tips

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

EXERPLAY, INC.

LICENSE NUMBER

54847

Qualifying Party(S)

SMITH FARRELL M.

EXPIRES

04/30/2021

CLASSIFICATION(S)

GF05

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

EXERPLAY, INC.

LICENSE NUMBER

54847

Qualifying Party(S)

SMITH FARRELL M.

EXPIRES

04/30/2021

CLASSIFICATION(S)

GF05

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
04/10/2020

CERTIFICATE HOLDER:
Exerplay, Inc.

12220 State Highway 14N

Cedar Crest NM 87008

INSURED:
Exerplay, Inc

PO Box 1160
Cedar Crest NM 87008

DESCRIPTION OF OPERATIONS CONTINUED:
Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Umbrella/Excess Liability follows form.30 Day Notice of Cancellation is included.
Endorsement has been requested and will be forwarded upon receipt.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2020

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 Daniels Insurance, Inc.-Albq. 320 Gold Avenue SW, Ste 700 Albuquerque NM 87102	CONTACT NAME: Terri Spence PHONE (A/C, No, Ext): (505) 766-9676 FAX (A/C, No): (505) 766-9679 E-MAIL ADDRESS: tspence@danielsinsuranceinc.com
INSURED (505) 281-0151 Exerplay, Inc PO Box 1160 Cedar Crest NM 87008	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Casualty Insurance C — 19046 INSURER B: Travelers Indemnity Company — 25658 INSURER C: Great American E & S Insurance — 37532 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28000 **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	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PL225986402	04/15/2020	04/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							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:						Empl Benefits Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-9L093946-20-42-G	04/15/2020	04/15/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			XS225986502	04/15/2020	04/15/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-8K006500-20-42-G	04/15/2020	04/15/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							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)

General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability policy contains a Blanket Additional Insured-Including Completed Operations provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Policies contain a 30 Day Notice of Cancellation 10 days for non-payment of premium provision that establishes the scope of Notice granted to the Certificate Holder. General

CERTIFICATE HOLDER

Exerplay, Inc.

12220 State Highway 14N

Cedar Crest NM 87008

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

2021 02 04 Exerplay CES

Final Audit Report 2021-02-04

Created:	2021-02-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-0FD29fdME6ATq9QSt59v-Ah3MMBisjV

"2021 02 04 Exerplay CES" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-04 - 5:06:05 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-04 - 5:07:16 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-04 - 5:07:32 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-04 - 5:07:43 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-04 - 5:07:43 PM GMT

Dawson Park BAR

Final Audit Report 2021-03-02

Created:	2021-03-01
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0HrpNFebmra1BKiAfYmnvn1hzMryuEaE

"Dawson Park BAR" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-03-01 - 11:09:48 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-03-01 - 11:10:22 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-03-02 - 3:57:18 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-03-02 - 3:57:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-03-02 - 3:57:42 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-03-02 - 5:55:19 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-03-02 - 5:56:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-02 - 5:56:05 PM GMT

Signature: Xavier Vigil
Xavier Vigil (Mar 11, 2021 09:29 MST)

Email: xivigil@santafenm.gov

GB PW - Dawson Park Project BAR

Final Audit Report 2021-07-30

Created:	2021-07-30
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1b77OoXTZhsRunxuzL69YII3Nj7woD8b

"GB PW - Dawson Park Project BAR" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-30 - 3:01:36 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-07-30 - 3:03:42 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-07-30 - 3:04:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-07-30 - 3:13:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-30 - 3:13:23 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021
ISSUE NO. 7i Request for Approval of Budget Adjustment Request (BAR) in the Amount of $136,059 for the Dawson Park Project. (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 303-9502) **Committee Review:** Public Works & Utilities: 08/09/2021 Governing Body: 08/11/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/11/21 Governing Body
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

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY *Legislation/2021/Resolutions/State of Emergency Extension XI*

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

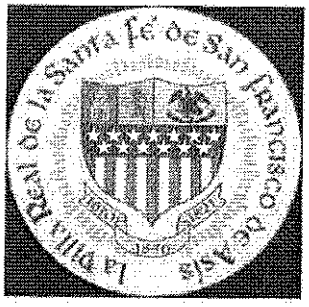
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and 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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and 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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and 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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and 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 loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

> i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XI- COVID-19

August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 **day of** August**, 2021 at the hour of** 3 **o'clock** P**.M. (MDT).**

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

City of Santa Fe, New Mexico
Memorandum

Date: August 5, 2021

To: Public Safety Committee, Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney EM

From: Kyle Hibner, Assistant City Attorney/City Prosecutor KH

RE: Removal of Ordinance regarding Marijuana Possession

EXECUTIVE SUMMARY:

The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

BACKGROUND:

In 2014 the Governing Body adopted Resolution No. 2014-29 that created Section 20-6 and established a civil penalty for possession of 1 ounce or less of marijuana or for associated paraphernalia. With the passage of the Cannabis Regulation Act during the 2021 Special Session, possession of cannabis, cannabis extract, or edible cannabis in a private residence is no longer a violation of the Controlled Substances Act or the Forfeiture Act. The Cannabis Regulation Act supersedes City Code, making Section 20-6 no longer enforceable. Removing the section removes now-inapplicable language that could confuse the public and staff.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

REMOVING SECTION 20-6 RELATING TO MARIJUANA AND MARIJUANA PARAPHERNALIA POSSESSION.

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

Section 2. Section 20-6 of SFCC 1987 (being Ord. No. 2014-29, § 3, as amended) is hereby repealed.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Marijuana Possession Repeal

underscored material = new [~~bracketed material~~] = delete

FIR No. 10326

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Marijuana Possession Repeal

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner Date: 07/27/21 Phone: 955-5195

Reviewed by City Attorney: _____ Date: Aug 6, 2021

Reviewed by Finance Director: _____ Date: Aug 5, 2021

Summary:
The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

Departments Affected:
Police Department, City Attorney's Office.

Consequences of Not Enacting Legislation:
City Code will contain an unenforceable provision that is superseded by State Statute.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The current Ordinance conflicts with recently enacted provisions of the New Mexico Cannabis Regulation Act of 2021.

Performance and Administrative Implications:
The Police Department leadership issued Special Order No. 07.01.03 that provided guidance to SFPD personnel on how the changes included in the Cannabis Regulation Act affect various aspects of their duties, including lawful possession of marijuana.

Fiscal Implications:
The City already cannot issue $25 civil citations for possession of 1 ounce or less of marijuana. In 2019 the Police Department issued nine civil citations for marijuana possession. In 2020 the Police Department issued one civil citation for marijuana possession. There have been no civil citations issued for marijuana possession in 2021.

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: 

Email: kjhibner@santafenm.gov

Santa Fe Police Department

Special Order

DATE: **July 6, 2021**

TO: **All Police Personnel**

VIA: 7/6/21
Andrew Padilla, Chief of Police

FROM: 7/6/21
Paul Joye, Deputy Chief of Police

RE: **HB 2 Now in Effect - Enforcement of Marijuana Laws Moving Forward**

Special Order # 07.21.03

The purpose of this Special Order is to provide guidance to SFPD personnel as a result of the Cannabis Regulation Act becoming effective on June 29, 2021.

As you are aware, the law has now changed, and some situations regarding cannabis/marijuana are no longer illegal; other situations are now civil violations. Listed below are some of the most notable changes/sections you need to pay close attention to in the event you encounter cannabis during your daily patrols.

Attached to this Special Order is the final version of House Bill #2, which is the full text of the Act itself. Please print it out to keep or save a digital version to your laptops, and have it readily accessible for reference and review.

**These are the primary sections of the Act that will have an immediate effect on how you conduct your policing enforcement and activity. Therefore, expect subsequent Special Orders with additional information as we continue to work through this change to the law and the changes regarding sales of cannabis, which do not go into effect until 2022. **

- **Section 25, Page 54 covers "Personal Use" and what is legal for personal use.**
    - Keep in mind, this means you cannot detain, engage in search and seizure, or an arrest under situations fitting within this section as long as it is *lawful* personal use
    - The primary focus is on **Section 30 "Unlawful Possession of Cannabis"**

- The key points of this section you will all need to familiarize yourselves with are:
  - A person 21 years of age and older can possess up to 2 ounces of cannabis, 16 grams of cannabis extract, or 800 milligrams of edible cannabis.
  - Also lawful to use, be under the influence, display, purchase, obtain or transport.
  - Lawful to transfer cannabis without financial consideration (no sales are permitted yet).
  - The lawful amount of cannabis plants one person can have is 6 plants for one person, or up to 12 plants for multiple people in the same household. Section 27 outlines penalties for having excess plants. 6-12 plants is penalty assessment. More than 12 is 4th degree felony. Different standard if the person is over 21 versus 18-21. 18-21 year old; up to 6 is a penalty assessment, 6-12 is a misdemeanor, more than 12 is 4th degree felony. If under 18 and have plants, civil citation.
  - Transportation of cannabis is allowable if it is done for relocation purposes or testing or manufacturing.
  - The odor of cannabis alone does not constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain, or search a person. Odor is, however, relevant when **you have begun conducting a DWI investigation**. Possession of, or the suspicion of possession of, cannabis without evidence of quantity in excess of two ounces of cannabis, as well as the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, are also not enough for reasonable suspicion of a violation.

- One item of note, **it is still not legal to smoke marijuana in public, unless specifically allowed by local law**. The City of Santa Fe has not authorized smoking in public at this time. This is a civil citation of $50.00

- **Section 30, Page 62 covers "Unlawful Possession of Cannabis"***

  - A person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:
    - Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or
    - Four hours of community service;

  - A person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:
    - More than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred

milligrams of edible cannabis is **guilty of a misdemeanor** and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

- More than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is **guilty of a fourth degree felony** and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

Please contact Captain Matthew Champlin or Deputy Chief Paul Joye if you have any questions.

MIDTOWN
Progress Report

Date: 11AUG2021
To: Rich Brown, Director of Community & Economic Development
Governing Body
Cc: Midtown Steering Committee
From: Daniel Hernandez, Proyecto, Redevelopment Project Manager
Subject: MIDTOWN MOVING FORWARD
Debrief: July Planning Sessions

- Midtown is Moving Forward with a series of action items that are being developed for inclusion into a resolution for Governing Body and City Council Committee review in October.
- The City's Midtown Planning Team and Staff facilitated a series of Public Listening Sessions July 20-22, which included a Midtown Site Walk.
- The planning session in July began with a shared Vision and general land use guidelines that were developed through many years of public input stemming as far back as Midtown Local Innovation Corridor Overlay District (LINC) planning events and zoning approvals for the St Michaels and Cerrillos corridors, and again in 2018 that culminated in the Midtown Planning Guidelines approved by the Governing Body in 2018.

- Based on the many years of public input that comes to City staff in so many various ways, including last week's Planning Sessions, and in consultation with the Midtown Planning Team and Staff, Midtown is Moving Forward with five early start implementation projects. These are projects that the City has heard about for some time.
- The projects set the stage for Moving Midtown Forward to achieve the City's financial and economic objectives. The Midtown Planning Team will proceed aggressively so that the initial projects are studied and ready to be incorporated into an affirmative a resolution for Governing Body and Council Committee approval in October 2021.

1. **Rehabilitate and reuse the Fogelson Library complex as a Public Library & Community Learning Innovation Center.** Staff will move forward with the necessary due diligence to implement a Library Plan and Program for the City's main public library. *Commence due diligence immediately.*
2. **Create a land use and development plan that will identify initial parcels for the development of mixed-use, mixed-income, and affordable housing.** The City will issue Request for Proposals (RFPs) and encourage for- and non- profit developers with strong local experience to submit proposals that include community services and programming, with a priority for childcare and early childhood education facilities, or other community services that they may be

identified as a priority for Midtown and surrounding neighborhoods. Proposals for a community land trust that include Midtown parcels, as well as parcels in adjacent neighborhoods, will be also encouraged. *Schematic plans completed in October.*

3. **Analyze options for locating a new City Government and Community Services within the Midtown District that will take government services to the people in the center of Santa Fe.** ***Option 1:*** *Rehabilitate and reuse three existing buildings for a City Hall and Community Services Campus.* This will not be a standard single city hall facility. Our vision is to create a multi-use facility that incorporates childcare, food services, and other community programming that will contribute to enliven the future Midtown District. Within a series of three buildings, staff and people will visit government services in a small campus setting that encourages walking and social interaction. ***Option 2****: Locate a city hall building on an adjacent city owned parcel.* This will be a standard city hall facility within a single building. A multi-floor, single building creates direct links and efficiencies between departments within the same building. *Research and analyze immediately.*
4. **The City has assembled local, county, and state film offices to market and identify a qualified and experienced partner to expand the operations of the Midtown Garson Studios**. We all know that Santa Fe, and New Mexico, is an attractive hub for production. And, we want to make sure that it remains because of the talent that thrives here for film and multi-media production. Film and Multi-Media Production will provide jobs at all skills levels, and Santa Fe will continue to develop professionals in partnership with the Santa Fe Community College and University of New Mexico Film Schools within the Midtown District. *Market site immediately.*
5. **Rehabilitate and reuse the Visual Arts Complex to create a Community Arts and Culture Hub.** The City, in partnership with the City's Arts and Culture Department, will issue a Request for Proposals (RFP) for an experienced entity with the vision and capacity to redevelop, master lease, and manage a dynamic and welcoming hub of community arts and culture organizations with a range of affordable lease terms to ensure its economic stability. The Arts & Culture hub is a civic place where various types of community arts and culture organizations, activities, exhibitions, and presentations will thrive. *Issue RFP in November.*

- These are just five early start projects to bring momentum and resource focus to a longer process for reviving the Midtown District into Santa Fe's urban hub.

- **Midtown Planning Team is also developing the basis for a Midtown Metropolitan Redevelopment Area.** This will be part of the land redevelopment plans to help finance and incentivize investment and development for the kind of Midtown we all envision.

- The Midtown redevelopment approach does not begin and end with land use and development plans. The approach also recognizes the importance of policy in the way that development is implemented.

- **The Planning Team is developing a Midtown Community Development Plan that will address community priorities and requirements for development within the Midtown District.** The Community Development Plan will be based on the key elements of equity and sustainability, such as housing choices and affordability for Santa Feans, jobs, entrepreneurialism, career and job training, and access to good employment opportunities, community arts stabilization and programming, and land recognition and respect. *Draft due in December/ January.*
- **The Midtown Planning Team will use as a guide the United States Green Building Council - Leadership in Energy and Environmental Design for Neighborhood Development (USGBC LEED: ND).** A key theme expressed by the public and a commitment of City staff is that the Midtown District should be grounded on the principles of health, green, and sustainability, which includes walking, biking, mixed-uses, affordability, green building, and leading designs for the responsible and affordable construction and management of water. *Immediate*

MIDTOWN SANTA FE



Governing Body – Progress Report

AUGUST 11, 2021

ACTION PLAN – 9 Actions

1. City As Master Developer (Cancel RFEI Solicitation)
2. Rezone Site (Development Framework Plan)
3. Plan for Infrastructure
4. Reuse Existing Buildings for Community Purposes
5. Prepare Site and Buildings for Reuse and Redevelopment
6. Promote Garson Studies Complex
7. Identify Parcels for Mixed-Income and Affordable Housing Development
8. Access and Establish a Public Funding Mechanism
9. Engage the Public for Development Planning

(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

Midtown Santa Fe: 3 Goal Areas

Long-Term Development Goals

- Higher education
- Housing choices for all incomes
- Film and multimedia industry
- Local community arts and culture
- Technology and innovation

Public Policy Financial Goals

- Generate near-term revenues to pay operating costs (including bond repayment)
- Create long-term value to achieve economic and community development goals

Community Development Goals

- Public Engagement
  - Inclusive
  - Transparent
- Development
  - Sustainable
  - Equitable
  - Public Open Space and Facilities

Based on the Midtown Planning Guidelines approved by the Governing Body in 2018

PLANNING SESSION – Listening

The City's Midtown Planning Team and Staff facilitated a series of Public Listening Sessions July 20-22, which included a Midtown Site Walk.

Began with a shared **Vision** and general land use guidelines that were developed through many years of public input stemming as far back as the **Midtown Local Innovation Corridor Overlay District (LINC)** planning events and zoning approvals for the St Michaels and Cerrillos corridors, and again in 2018 that culminated in the **Midtown Planning Guidelines** approved by the Governing Body in 2018.

MIDTOWN VISION

Over time, our community aspires for the Midtown District, inclusive of the Midtown LINC area, to be an essential hub of Santa Fe reflecting the city's heritage and culture where all residents are invited to live, work, play, and learn.

We want the Midtown Property to become the most creative location in the U.S. where a wide diversity of people interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond."

Excerpt from the Midtown Planning Guidelines approved by the Governing Body in 2018

PLANNING SESSION – Listening

Confirmed projects that set the stage for Moving Midtown Forward to achieve the City's financial and economic objectives.

The Midtown Planning Team will proceed aggressively so that the initial projects are studied and ready to be incorporated into an affirmative a resolution for Governing Body and Council Committee approval in October 2021.

Projects Moving Forward

1. Rehabilitate and reuse the Fogelson Library complex as a Public Library & Community Learning Innovation Center. *Commence due diligence immediately.*

2. Create a land use and development plan that will identify initial parcels for the development of mixed-use, mixed-income, and affordable housing. *Schematic plans due in October.*

Projects Moving Forward

3. Analyze options for locating a new City Government and Community Services within the Midtown District that will take government services to the people in the center of Santa Fe.
Commence analysis immediately.

Option 1: Rehabilitate and reuse three existing buildings for a City Hall and Community Services Campus

Option 2: Locate a city hall building on an adjacent city owned parcel.

Projects Moving Forward

4. The City has assembled local, county, and state film offices to market and identify a qualified and experienced partner to expand the operations of the Midtown Garson Studios. *Market site immediately.*

5. Rehabilitate and reuse the Visual Arts Complex to create a Community Arts and Culture Hub. *Issue Request for Proposals in November.*

Projects Moving Forward

Midtown Planning Team is also developing the basis for a Midtown Metropolitan Redevelopment Area. *Coincides with land use plans in October.*

The Planning Team is developing a Midtown Community Development Plan that will address community priorities and requirements for development within the Midtown District. *Draft in December/ January.*

The Midtown Planning Team will use as a guide the United States Green Building Council - Leadership in Energy and Environmental Design for Neighborhood Development (USGBC LEED: ND). *Immediate*

PLANNING SESSIONS – Workshop / Creating

Wednesday, September 22
City Planning Staff meetings

Thursday, September 23
Public Workshop – Open Studio
Southside Library (tbd)

Friday, September 24
Public Workshop – Open Studio
Higher Education Center (tbd)

Saturday, September 25
Public Workshop – Open Studio
Higher Education Center (tbd)

MIDTOWN SANTA FE

For Midtown Reports Presentations and General Information:

www.MidtownDistrictSantaFe.com

For community stories and aspirations for Midtown:

https://www.cultureconnects.site/

City of Santa Fe New Mexico
Memorandum

Date: July 29, 2021

To: Quality of Life Committee, and Governing Body

From: Geronimo Griego, Acting Fire Marshal GGG

Via: Brian Moya, Assistant Fire Chief Bjm
Nathan Miller, Wildland Superintendent Nfm

RE: Fire Restrictions 5

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body extend certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service. The fire restrictions would be in place from August 11, 2021 to September 7, 2021.

BACKGROUND:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. Despite the recent monsoon rains, as of July 20, 2021 nearly all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Longer term drought outlooks show most of Northern New Mexico in a persistent drought (see Exhibits B and C). Pursuant to Section 60-2C-8.1. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. With that in mind, staff are proposing another Resolution to impose fire restrictions from August 11, 2021 to September 7, 2021.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Exhibit A – Drought Monitor Report
Exhibit B – Monthly Drought Outlook
Exhibit C – Seasonal Drought Outlook
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor JoAnne Vigil Coppler

Councilor Carol Romero-Wirth

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS FROM AUGUST 11, 2021 TO SEPTEMBER 9, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations on wildland fires in New Mexico; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

WHEREAS, on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 29 days, from April 14, 2021 to May 11, 2021; and

WHEREAS, on May 12, 2021 the Governing Body adopted Resolution No. 2021-29 which imposed fire restrictions for a period of 28 days, from May 12, 2021 to June 9, 2021; and

WHEREAS, on June 9, 2021 the Governing Body adopted Resolution No. 2021-34 which imposed fire restrictions for a period of 30 days, from June 10, 2021 to July 10, 2021; and

WHEREAS, on June 9, 2021 the Governing Body adopted Resolution No. 2021-35 which imposed fire restrictions for a period of 30 days, from July 11, 2021 to August 10, 2021.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa

Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body restricts the sale or use of fireworks from August 11, 2021 to September 9, 2021 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically prohibited within the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987,

A. Any individual, firm, partnership, or other entity found in violation of the

above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that

Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by Section 12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all-terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions are in place during extreme or severe drought conditions and wildland fire conditions.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN MCSHERRY, CITY ATTORNEY

Legislation/Resolutions 2021/Fire Restrictions 5

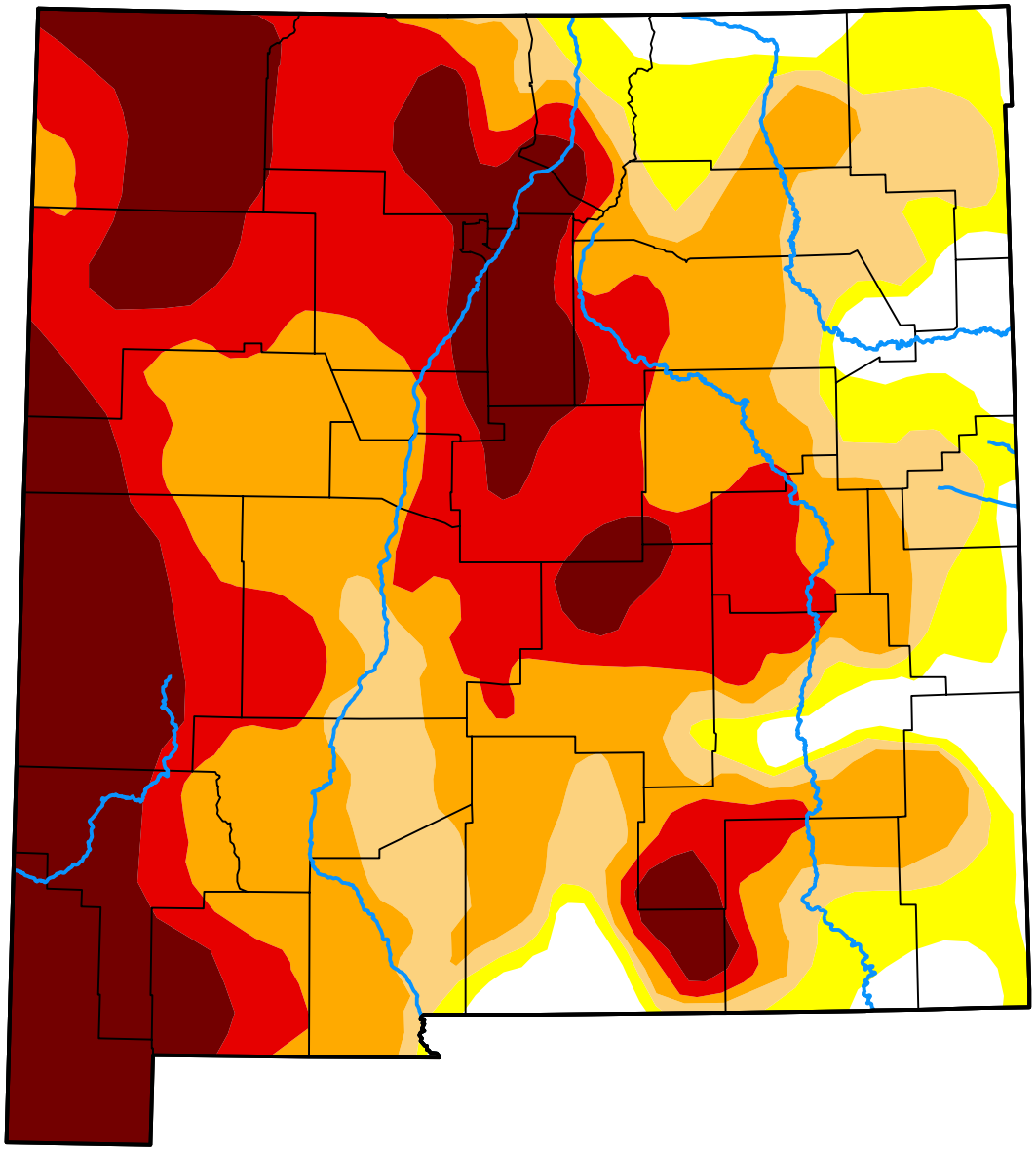
U.S. Drought Monitor

New Mexico

July 20, 2021

(Released Thursday, Jul. 22, 2021)

Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

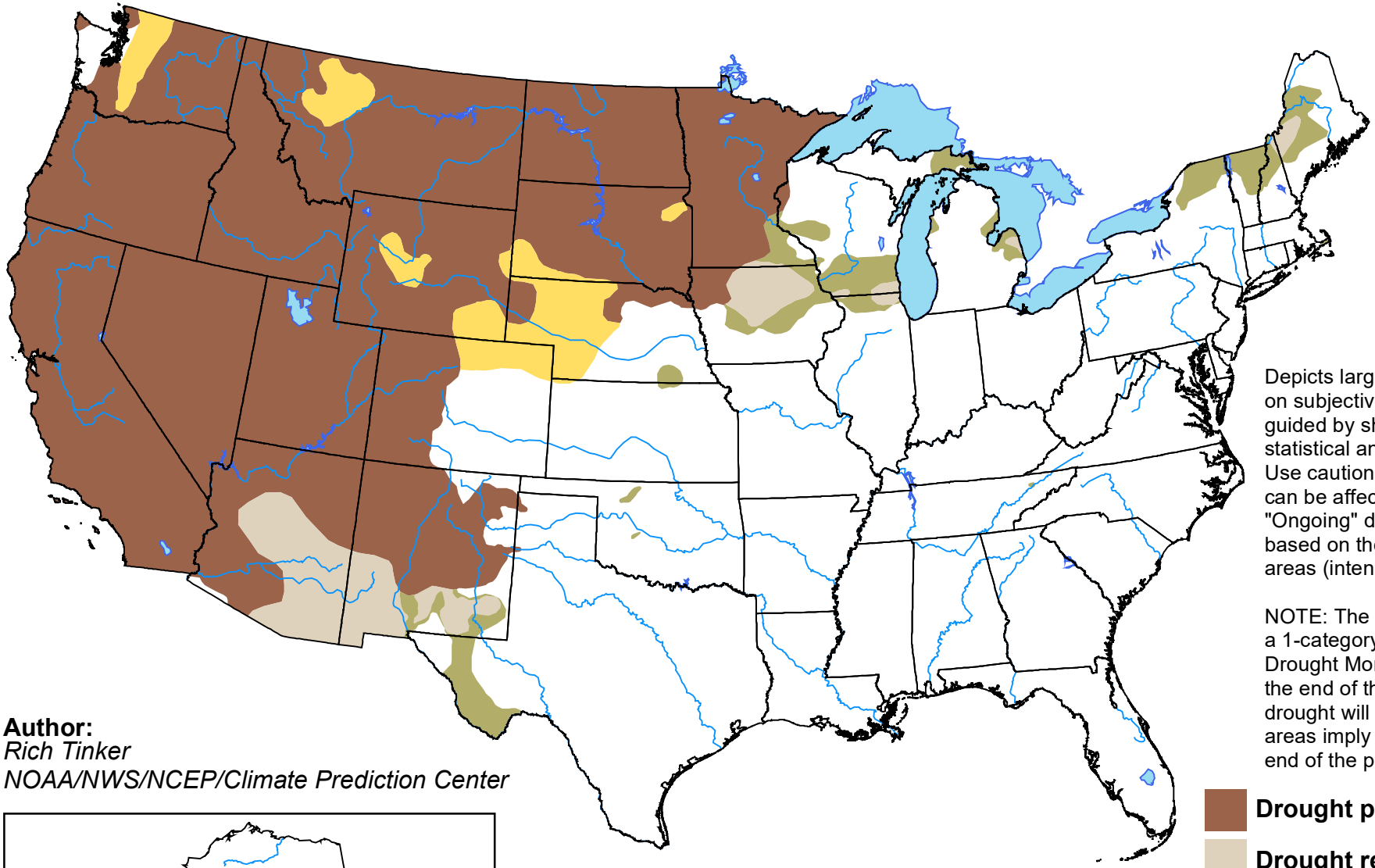
Brad Rippey
U.S. Department of Agriculture

droughtmonitor.unl.edu

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for July 15 - October 31, 2021
Released July 15



Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

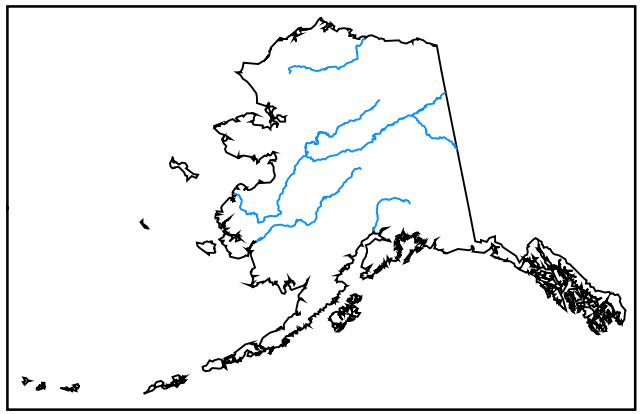
Drought persists

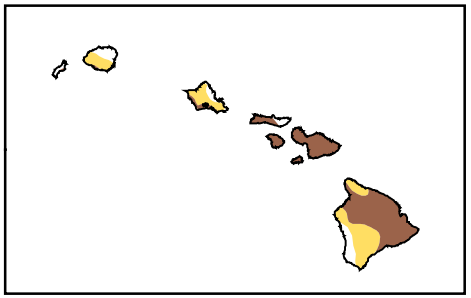
Drought remains but improves

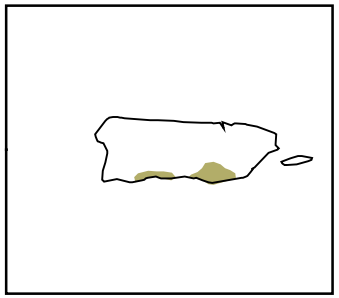
Drought removal likely

Drought development likely

Author:
Rich Tinker
NOAA/NWS/NCEP/Climate Prediction Center





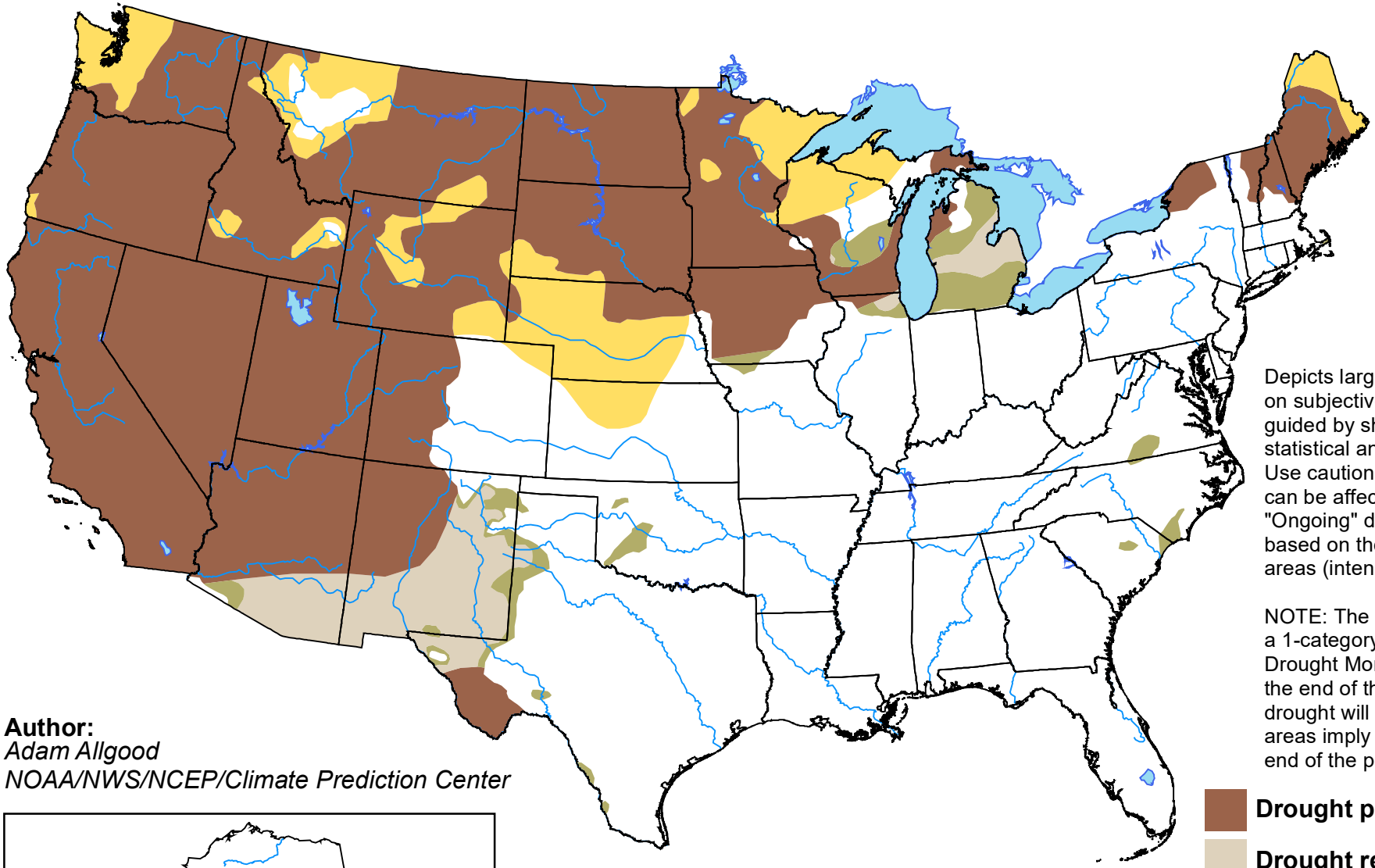


http://go.usa.gov/3eZ73

U.S. Monthly Drought Outlook

Drought Tendency During the Valid Period

Valid for July 2021
Released June 30, 2021



Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

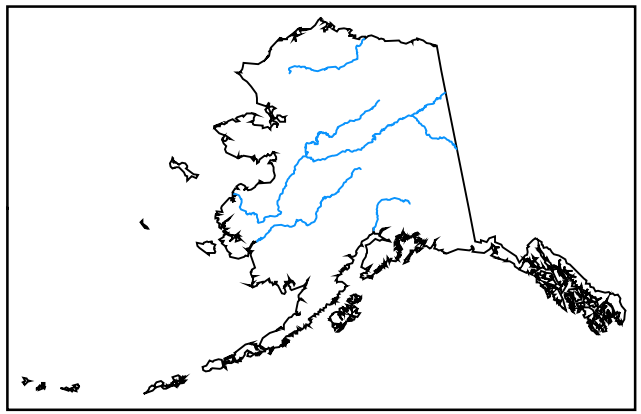
Drought persists

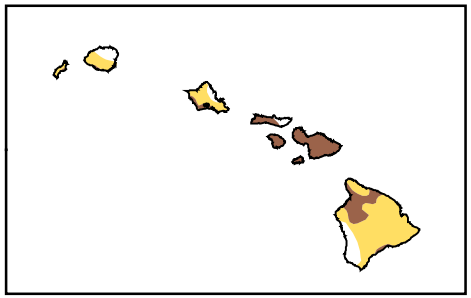
Drought remains but improves

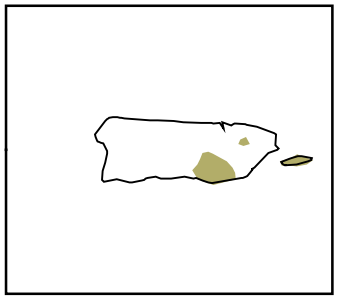
Drought removal likely

Drought development likely

Author:
Adam Allgood
NOAA/NWS/NCEP/Climate Prediction Center







http://go.usa.gov/3eZGd

FIR No. 10331

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 5

Sponsor(s): Councilors Rivera and Vigil Coppler

Reviewing Department(s): Fire Department

Staff Completing FIR: Geronimo Griego Date: 7/27/21 Phone: 955-3317

Reviewed by City Attorney: _____ Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:35 MDT)

Summary:
The proposed Resolution extends restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought. The extension is from August 11, 2021 to September 9, 2021.

Departments Affected:
Fire Department and Police Department.

Consequences of Not Enacting Legislation:
The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The proposed Resolution is an extension of the restrictions imposed by Resolution Nos. 2021-22 , 2021-29, 2021-34, and 2021-35.

Performance and Administrative Implications:
Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.

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: GERONIMO GRIEGO
GERONIMO GRIEGO (Jul 30, 2021 16:01 MDT)

Email: gggriego@santafenm.gov

Signature:

Email: nfmiller@santafenm.gov

Signature:
Brian J Moya (Jul 30, 2021 07:43 MDT)

Email: bjmoya@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/04/2021
FOR CITY COUNCIL MEETING OF 08/11/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From August 11, 2021 to September 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, AIC Fire Marshal; gggriego@santafenm.gov, 955-3317)

Committee Review:
Introduced: 07/28/21
Quality of Life Committee: 08/04/21
Governing Body: 08/11/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

City of Santa Fe New Mexico
Memorandum

Date: June 7, 2021

To: Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Lease length requirement for alcohol service on City property

---

EXECUTIVE SUMMARY:

The proposed Bill removes the 6-month minimum lease requirement for the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to continue to use City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

BACKGROUND:

On June 24th, 2020 the Governing Body adopted Ordinance No. 2020-14 that allowed for the sale and consumption of alcohol on designated City property provided the establishment met certain criteria. The provisions included as part of Ordinance No. 2020-14 were set to expire on October 31, 2020. On October 14th, 2020 the Governing Body adopted Ordinance No. 2020-28 extended the expiration date of this subsection until October 31, 2021.

Restaurants have approached the City about the potential for a more permanent presence on City property, including in parking spaces, streets, and other rights-of-way. The amendment contained in this Bill would allow these restaurants to enter into shorter-term leases with the City for the use of City property.

The establishments would need to receive the necessary approvals from the Alcoholic Beverage Control Division of the New Mexico Regulation and Licensing Department for the expanded alcohol service area prior to commencing service in the leased area.

Structures erected for longer than 90 days will need land use approvals and, for structures located within the Historic District, approval from the Historic Districts Review Board will be required. Any other applicable approvals required by the State or City must be obtained prior to installation of any supplemental structures.

ACTION REQUESTED:

Staff recommends approval of the Bill as presented.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-14
Alcohol on City property Amendments

Mayor and Members of the City Council:

We propose the following amendment(s) to Bill No. 2021-14:

1. On page 2, line 13 ***strike*** the period and ***insert*** a semi colon.
2. On page 2, line 14 ***insert*** the following new paragraph:
   "(9) The governing body shall review the amendment to paragraph (6) above, removing a six (6) month minimum lease duration, contained in Ordinance 2021-__, three (3) years from the date of adoption."

Respectfully submitted,

_____
Signe I. Lindell, Councilor

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-14

INTRODUCED BY:

Councilor Signe I. Lindell

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 23-6.2 SFCC 1987 TO REMOVE THE SIX-MONTH MINIMUM LEASE DURATION FOR THE SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, § 1, as amended) is amended to read:

23-6.2 Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe regional airport main terminal building and adjacent areas operated as a restaurant;

(3) The Marty Sanchez links de Santa Fe (golf course);

underscored material = new [~~bracketed material~~] = delete

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard park, Plaza and Alameda (as defined in the amended and restated Deed of Conservation Easement dated [~~October 1, 2004~~] May 30, 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party[~~for six (6) months or more~~];

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. The governing body may approve by resolution the sale and consumption of alcohol at all other locations on city property, except within the Plaza as defined by subsection 23-5.1(S). The resolution specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance shall be adopted at least thirty (30) days in advance of the event. The resolution shall be limited to authorization for a single event, unless otherwise stated in the resolution.

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

E. As a response to the May 27, 2020, public health order issued by the New Mexico

department of health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may occur pursuant to the following limitations:

1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Alcohol on City Property Amendments

FIR No. 3328

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Alcohol on City Property Amendments

Sponsor(s): Councilor Lindell and Mayor Webber

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 5/13/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jun 7, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finace Director Date: Jun 14, 2021

Alexis Lotero, Assistant Finace Director (Jun 14, 2021 14:06 MDT)

Summary:
The proposed Bill removes the 6-month minimum lease requirement in order to permit the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to lease City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

Departments Affected:
Community and Economic Development, Public Works Department, City Clerk's Office.

Consequences of Not Enacting Legislation:
Restaurants will only be able to continue their auxiliary use of City property for the sale and consumption of alcohol by entering into a lease agreement of at least six months.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Section 23-6.2(E) currently allows for the sale and consumption of alcohol on city property by establishments that have received the appropriate licenses through the end of October, 2021.

Performance and Administrative Implications:
Staff will need to work with interested establishments to delineate the permitted property for use, create lease agreements that include the rate the establishment will pay for the use of City property.

Fiscal Implications:
Staff time necessary to negotiate and process each lease will be drawn from other City priorities on an ad hoc basis, thereby delaying the delivery dates of competing activites including Land Use plan review and enforcement, Property Manager licensing, appraisals and archiving, and Traffic Division engineering review. The reduction in community benefits caused by such delays are unquantifiable and may not demonstrably be offset by the direct revenue generated from the lease agreements. At this time only one restaurant has reached out to the City about the possibility of leasing City property on a longer-term basis. The rate the restaurant would pay would also have to be negotiated by the two parties. Therefore the total revenue cannot be estimated at this time. The increased space available to restaurants as a result of a lease agreement could increase sales, and therefore increase the GRT remitted to the City. The increasd space available to restaurants as a result of a lease agreement under this change could increase sales, and therefore increase the GRT remitted to the City.

Fiscal Impact

_____ 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:

Staff time associated with processing the lease agreements is dependent upon the number of establishments wishing to take advantage of the ability to expand their liquor service area onto City property.

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:

Revenue to the City would be dependent on the location of the number of establishments that wish to participate in the program, the location of the property, and the amount agreed upon in the lease. For space occupying existing parking meters, revenue from the lease of the space would at least equal the expected revenue that would be generated from the normal use of the parking meter.

Signature: 

Email: jbguillen@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 07/28/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUSE NO. 8c

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 Governing Body

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: 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. 2021-15

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. 2021-15

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

underscored material = new [~~bracketed material~~] = delete

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.

TABLE OF CONTENTS

INTRODUCTION **1**

SPECIAL FACTORS RELATING TO THE BONDS **3**

Limited Obligations 3
Superior Gross Receipts Tax Obligation 3
Additional Superior Lien Gross Receipts Tax Obligations Payable from Pledged Gross Receipts Tax Revenues 4
Gross Receipts Tax Collections are Subject to Fluctuation; Effect of Tourism 4
Legislative Changes 6
Bankruptcy and Foreclosure 8
Secondary Market 8
Bond Ratings 8

THE REFUNDING PROJECT **8**

SOURCES AND USES OF FUNDS **9**

DESCRIPTION OF THE BONDS **9**

General 9
Optional Redemption of Bonds 10
Registration, Transfer and Exchange of Bonds 11
Book-Entry Only System 11

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS **14**

Limited Obligations 14
Pledged Gross Receipts Tax Revenues 15

INFORMATION CONCERNING GROSS RECEIPTS TAXES AND REVENUES **15**

State Gross Receipts Tax 15
Municipal Gross Receipts Tax 17
Infrastructure Gross Receipts Tax 18
Administration 18
Historical Pledged Gross Receipts Tax Revenues and Coverages 20
City Imposed Gross Receipts Tax Rates 21

PRO FORMA ANNUAL DEBT SERVICE SUMMARY **23**

SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDINANCE **23**

Special Limited Obligations 24
Establishment and Continuance of Funds and Accounts 24
Administration of Pledged Revenue Funds 25
General Administration of Funds 27
Refunding Bonds 29
A. *Privilege of Issuing Refunding Obligations.* 30
B. *Limitations Upon Issuance of Refunding Obligations.* 30
C. *Refunding Part of an Issue.* 30
D. *Limitations Upon Issuance of any Refunding Obligations.* 30
E. *Cross-over Refunding Bonds.* 31
Equality of Bonds 31
Protective Covenants 31
Defeasance 33
Events of Default 33
Remedies of Defaults 33
Duties Upon Default 34
Enforcement 34

AMENDMENT 34

THE CITY 35

GENERAL 35
ADMINISTRATION AND CITY GOVERNMENT 36
ADMINISTRATIVE OFFICERS 36
BUDGET 36
SERVICES 37
EMPLOYEES 37
RETIREMENT PLANS 37
SUMMARY OF INDEBTEDNESS 40

FINANCIAL INFORMATION CONCERNING THE CITY 41

THE CITY'S ACCOUNTING AND BUDGETARY PRACTICES AND PROCEDURES 41
GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT 42
OPERATIONS OF THE GENERAL FUND 43

ECONOMIC AND DEMOGRAPHIC INFORMATION 46

POPULATION 46
INCOME 46
EMPLOYMENT ..... **ERROR! BOOKMARK NOT DEFINED.**

EMPLOYER 49

EDUCATION 51

LITIGATION AND INSURANCE 51

TAX EXEMPTION 51

GENERAL 51
INTERNAL REVENUE SERVICE AUDIT PROGRAM 52
ORIGINAL ISSUE DISCOUNT 52
ORIGINAL ISSUE PREMIUM 53

FINANCIAL STATEMENTS 53

FINANCIAL ADVISOR 54

LEGAL MATTERS 54

RATINGS 54

CONTINUING DISCLOSURE 55

UNDERWRITING 55

MISCELLANEOUS 56

OFFICIAL STATEMENT CERTIFICATION 57

APPENDIX A EXCERPTS FROM AUDITED FINANCIAL STATEMENTS OF THE CITY OF SANTA FE, NEW MEXICO FOR THE YEAR ENDED JUNE 30, 2030 1

APPENDIX B FORM OF BOND COUNSEL OPINION 1

APPENDIX C DEFINITIONS OF CERTAIN TERMS IN THE BOND ORDINANCE 1

APPENDIX D FORM OF CONTINUING DISCLOSURE UNDERTAKING 1

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

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 07/19/21
FOR CITY COUNCIL MEETING OF 07/28/21

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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 07/26/2021

ISSUE NO. 7a

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda.

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

memo

Date: July 21, 2021

To: Mayor Alan M. Webber and City Councilors

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request to Publish Notice of Public Hearing and Public Comment Period for Amendment #2 to the 2019 Annual Action Plan

---

ACTION REQUESTED:
Approve publication of a Notice of Public Hearing at the August 11, 2021 City Council meeting and public comment period for approval of Amendment #2 to the 2019 Annual Action Plan.

BACKGROUND:
In late 2020, HUD entitled the City to receive additional funds in the amount of $581,333 from the federal CARES Act for the purposes of addressing health and housing impacts from the COVID-19 pandemic. In order to deploy the funds, the City must amend its current year Action Plan or the Plan that was current when the funds were awarded. This amendment represents the second award of CARES Act funding and the second amendment to the 2019 Annual Action Plan. The first award ($361,227) was used to continue operations at the Midtown Shelter where the City converted dormitory rooms and campus apartments into housing at the outset of the pandemic for people experiencing homelessness or without a safe place for quarantine or social distancing.

ITEM and ISSUE:
The second Amendment proposes to use funds to further offset acquisition costs related to the conversion of the Santa Fe Suites property into long-term permanent supportive housing. The funds will be directly deployed for rent subsidy and to augment on-site supportive services for those who otherwise would not be safely housed. One of the methods of outreach in the CDBG Citizen Participation Plan is to hold a public hearing at a City Council meeting. The amendment will also be discussed at three (3) other public meetings as outlined below. Additionally, the Plan will be provided via link on the City's website for public review and comment. For the purposes of expediting the disbursement of the CARES Act funding, HUD has reduced its normal 30-day public comment requirement to 5-days. Our proposed comment period will span 9 days, August 2 – August 11, 2021. The process for reviewing the amendment and submitting comments is also advertised in the public notice.

SUMMARY OF MEETINGS:

Community Development Commission	July 28, 2021
Request to Publish Notice of Public Hearing	July 28, 2021
Finance Committee public meeting	August 2, 2021
Quality of Life Committee	August 3, 2021
Public Works Committee	August 9, 2021
Public Hearing at City Council	August 11, 2021

Attachment: Draft Notice of Public Hearing and Public Comment Period

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING
AMENDMENT #2 TO 2019 ANNUAL ACTUAL PLAN

Notice is hereby given that the governing body of the City of Santa Fe will hold a public hearing at a regular City Council meeting on August 11, 2021 at 7 pm via virtual and radio broadcast for consideration of an amendment to the 2019 Annual Action Plan. Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers. The meeting can be heard on radio station KSFR 101.1.

The Annual Action Plan (AAP) is a one-year plan that outlines the expenditure of Community Development Block Grant (CDBG) funds. The AAP must be amended when a change in the use of funds exceeds $25,000. The amendment under consideration proposes using CARES Act funding ($581,333) to subsidize rents and other acquisition and operational costs of the Santa Fe Suites property during the COVID-19 pandemic.

A draft copy of the amendment to the 2019 Annual Action Plan is available for public review from August 2, 2021 through August 11, 2021. It is also available online at: https://www.santafenm.gov/hudrequiredreportingandplans. For more information or to submit comments, please call the Office of Affordable Housing at (505) 316-4634 or email tocandelariamartinez@santafenm.gov.

Persons with disabilities in need of accommodations may contact the City Clerk's Office at 505-955-6521, five (5) days prior to meeting date for auxiliary aids (ASL interpreters, Braille large print documents, audio recordings and audio amplifiers). Language interpreters for Limited English Proficiency (LEP) individuals can be made available upon request for the Public Hearing.

_____
Kristine Mihelcic, City Clerk