City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
AUGUST 17, 2022
5:00 PM
COUNCIL CHAMBERS
CITY HALL
201 LINCOLN AVENUE

PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

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

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting.

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

    a. Approval of Minutes for the August 3, 2022 Quality of Life Committee Meeting

6. **PRESENTATIONS**

a. MIDTOWN PROGRESS REPORT: Midtown Moving Forward. Updates on Midtown Redevelopment Plans (Rich Brown, Director of Community Development Department: rdbrown@santafenm.gov, 505-955-6625; Lee Logstons, Midtown Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914; Daniel Hernandez, Redevelopment Project Manager, Proyecto)

7. ACTION ITEMS: CONSENT

a. Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

b. Request for Approval of Amendment No. 1 of the Amended Mortgage Agreement for Tierra Contenta which Authorizes the City Manager to Grant Releases of the Mortgage on behalf of the City in order to Facilitate Land Sales for Phase 3 Development of Tierra Contenta (Susan Vigil, Office of Affordable Housing Senior Planner: svigil@santafenm.gov, 505-955-6752; Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 505-955-6346).

Committee Review:
Finance Committee: 08/15/22
Quality of Life Committee: 08/17/22
Public Works and Utilities Committee: 08/29/22
Governing Body: 08/31/22

c. Request for the Approval of Professional Services Agreement for the Purchase of Permanent Public Art in the Amount of $50,000.00 for the Display of Artwork on City Property (6600 B. Valentine Way) with New Mexico Arts (State of New Mexico). (Robert Lambert, Assistant

Director: rdlambert@santafenm.gov, 505-955-6707)

Committee Review:
Quality of Life Committee: 08/17/2022
Finance Committee: 09/06/2022
Governing Body: 09/14/2022

d. Request for the Approval of New Mexico State Purchase Contract for the Purchase of Public Art in the Amount of $37,000 for Display of Artwork on City Property (Santa Fe Municipal Airport) with New Mexico Arts (State of New Mexico). (Robert Lambert, Assistant Director: rdlambert@santafenm.gov, 955.6707).

Committee Review:
Quality of Life Committee: 08/17/2022
Finance Committee: 09/06/2022
Governing Body: 09/14/2022

e. Request for the Approval of New Mexico State Purchase Contract for the Purchase of Public Art in the Amount of $45,000 for Display of Artwork on City Property with New Mexico Arts (State of New Mexico). (Robert Lambert, Assistant Director: rdlambert@santafenm.gov, 505-955-6707)

Committee Review:
Quality of Life Committee: 08/17/2022
Finance Committee: 09/06/2022
Governing Body: 09/14/2022

f. Request for Approval of Amendment No. 2 of the Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to Allow Non-Housing Uses for a Specific Part of the Property, as Shown on the Survey Exhibit (Alexandra Ladd, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346).

Committee Review
Finance Committee – 8/15/2022
Quality of Life Committee – 8/17/2022
Public Works & Utilities Committee – 8/29/2022
Governing Body – 8/31/2022

g. Request for Approval of Amendment No. 3 to the Amended and Restated Lease Agreement Between Santa Fe Recovery Center, Inc. and the City of Santa Fe for the Premises Located at 1600 St. Michaels Drive. Extends Terms Through November 1, 2023 and Reduces Rent to Fair Market Rental Value Based on 2017 Appraisal Adjusted for Inflation. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

h. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal, Councilor M. Garcia, Councilor Chavez)
A Resolution Advancing Complete Streets as a Proven Countermeasure to Provide Safer and More Equitable Transportation Improvements in the Santa Fe Metropolitan Planning Area While Reducing the Impacts of Climate Change. (Erick Aune, Transportation Planner: ejaune@santafenm.gov, 505-955-6664)

Committee Review:
Introduced: 08/10/22
Quality of Life Committee: 08/17/22
Public Works and Utilities Committee: 08/29/22
Governing Body: 08/31/22

i. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber,

Councilor Lindell, Councilor Cassutt, Councilwoman Villarreal, Councilor Chavez, Councilor M. Garcia, Councilor Romero-Wirth)
A Resolution Supporting Legislation in the United States of America and the State of New Mexico to Protect the Right to a Safe Abortion. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 505-955-6303 and Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/27/2022
Women's Commission: 08/09/22
Quality of Life Committee: 8/17/22
Governing Body: 08/31/22

j. CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth, Mayor Webber, and Councilor Chavez)
An Ordinance Repealing Section 10-11 of SFCC 1987; Creating a New Section 10-11 to Establish an Ordinance Relating to Shopping Carts; Incentivizing Retail Establishments to Ensure Their Shopping Carts Remain on Their Property; Imposing a Fee for Shopping Cart Return; and Establishing an Effective Date. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327; Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022 (Vote to Postpone to 8/17)
Quality of Life Committee: 08/17/2022
Finance Committee: 09/06/2022
Governing Body (Public Hearing and Final Action): 09/14/2022

k. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Chavez)
A Resolution Adopting the 2024-2028 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 955-4710; Anya Alarid, Senior Services Program Manager: aalarid@santafenm.gov, 955-4744))

Committee Review:
Introduced: 8/15/22 (Finance Committee)

Quality of Life Committee: 8/17/22
Governing Body: 8/31/22

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, September 7, 2022**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
AUGUST 03, 2022
5:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

The meeting of the Quality of Life Committee was called to order by Councilor Jamie Cassutt, Chair, at 5:00 pm on August 3, 2022 , in the Council Chambers at City Hall, Santa Fe, New Mexico.

2. ROLL CALL

Members Present:
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
Councilor Michael Garcia

Others Attending:
Elizabeth Martin, Clerk

Councilor Chavez asked that item C be moved to the first item to be hears under Action Items: Consent.

3. APPROVAL OF AGENDA

MOTION: Councilor Chavez moved, seconded by Councilor Villarreal, to approve the as amended.

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

Councilor Chavez pulled items B and C for discussion.

MOTION: Councilor Villarreal moved, seconded by Councilor Chavez, to approve the as amended.

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the July 20, 2022 Quality of LIfe Committee Meeting

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of Amendment No. 1 to Sub-Recipient Grant Agreement EMW-2020-SS-00127-S01, Extending the Performance Period to December 31, 2022, In the Total of $262,749.19, New Mexico

Department of Homeland Security and Emergency Management. (Brian Williams, Office of the Emergency Management Director: bgwilliams@santafenm.gov, 505-469-1484)

Committee Review:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

MOTION: Councilor Villarreal moved, seconded by Councilor Chavez, to approve the contract amendment as presented.

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

Approved on consent.

b. CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions fo "Cultural Event" and "Small Commercial Event"; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Small Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Indigenous People's Day, and Six Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022

Governing Body (Public Hearing): 08/31/2022

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

A motion was made by Councilor Villarreal, seconded by Councilor Lee Garcia, to approve an amendment adding the Pride event to the event list included in the Bill and to adjust certain language as necessary.

The motion passed unanimously on a roll call vote.

c. CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth, Mayor Webber, and Councilor Chavez)
An Ordinance Repealing Section 10-11 of SFCC 1987; Creating a New Section 10-11 to Establish an Ordinance Relating to Shopping Carts; Incentivizing Retail Establishments to Ensure Their Shopping Carts Remain on Their Property; Imposing a Fee for Shopping Cart Return; and Establishing an Effective Date. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327; Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022 (Vote to Postpone to 8/17)
Quality of Life Committee: 08/17/2022
Finance Committee: 09/06/2022
Governing Body (Public Hearing and Final Action): 09/14/2022

MOTION: Councilor Chavez moved, seconded by Councilor Villarreal, to postpone the bill until the next meeting of the Quality of Life

Committee.

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

d. Request for Approval of an Annual Arts Funding Grant Contract with the New Mexico Department of Cultural Affairs, New Mexico Arts Division, for the Arts and Culture Department Community Gallery in the Amount of $6,677 to Fund Public Programming. (Robert Lambert, Community Art Gallery Manager: rdlambert@santafenm.gov, 505-955-6707)

Committee Review:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

Approved on consent.

e. Request for Approval of a Professional Services Agreement in the

Amount of $3,096,000 Excluding NMGRT for Accounting Services/ Year-End Close and Audit Preparation for One Year with the Option to Renew up to Four Years, Pursuant to RFP 22/47/P. (JoAnn Lovato, Contracts Manager: jdlovato@santafenm.gov, 505-490-6045)

Committee Review:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

Approved on consent.

f. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal and Councilor Lindell)
A Resolution Supporting the Neighbor to Neighbor Fund Drive 2022. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 505-955-6518)

Committee Review:
Governing Body (Introduced): 07/27/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

Approved on consent.

7. **ACTION ITEMS: DISCUSSION**

a. Request for Approval of Community Development Block Grant CARES Act (CDBG-CV) Agreement in the Amount of $581,333 to Support Operations, Programs, and Case Management at Santa Fe Suites; Community Solutions International, Inc DBA Vincent's Legacy LLC. (Cody Minnich, Project Manager, Office of Affordable Housing: cjminnich@santafenm.gov, 505-955-6574)

Committee Review:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/ 2022

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

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

For: Councilor Chavez, Councilor Garcia, Councilor Cassutt, Councilor Villarreal

Against: None

Abstain: None

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: August 17 2022**

12. **ADJOURN**

There being no further business before the Committee, the meeting adjourned at 6:55 pm.

_____ _____

Liaison Chair

MIDTOWN SANTA FE



Progress Report

August 17, 2022

PLANNING & PREDEVELOPMENT ACTIONS

- City creates redevelopment plans for Midtown
- Rezone site (Land Development Plan)
- Plan for infrastructure – (Assessments)
- Prepare site and buildings for reuse and redevelopment
- Reuse existing buildings for community purposes (RFPs)
- Promote Garson Studies Lot (RFP)
- Identify parcels for mixed-income and affordable housing development (Phase 1 and Land Development Plan)
- Assess and establish public funding mechanisms (Economic model in progress)
- Engage the public for development planning (Land and Community Development Plan)

(Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

MIDTOWN REDEVELOPMENT PLANS

PLANNING PHASE **IMPLEMENTATION**

July – December 2021	January – June 2022	July – November 2022	2022 – Years Ahead

LAND DEVELOPMENT PLAN

Planning Session: **Listening**

Planning Session: **Workshop**

Draft Plan & Presentations

Early Neighborhood Notification

Public Hearings & Approvals

COMMUNITY DEVELOPMENT PLAN

Public Engagement Events

Public Engagement Report

Draft Plan & Presentations

Public Hearings & Approvals

DEVELOPMENT

MIDTOWN REDEVELOPMENT PLANS

PLANNING PHASE **IMPLEMENTATION**

July – December 2021 – Years Ahead

BUILDS ON MANY YEARS OF PLANNING EFFORTS

+ 2016 MIDTOWN LINC OVERLAY

+ 2018 MIDTOWN CAMPUS PROJECT - MIDTOWN PLANNING GUIDELINES

+. 2021 MIDTOWN PLANNING SESSIONS

+. 2021-2022 MIDTOWN ENGAGEMENT PARTNERS - REPORT

+. Hundreds of emails and calls City receives from civic organizations and residents

Planni
Sessio
Listeni

OPMENT

Events

Engagement Report

Draft Plan & Presentations

Public Hearings & Approvals

Two Interconnected Plans to be Approved

…the City is leading a team of planning and public engagement consultants to create **two inter-connected plans** that will be combined to create the Midtown Redevelopment Plan. The Governing Body will vote on these plans.

1. **LAND DEVELOPMENT PLAN**: lays out land uses and infrastructure framework to enable future development and investment.

2. **COMMUNITY DEVELOPMENT PLAN**: identifies community goals and benefits that will be delivered as development is implemented.

These inter-connected plans will guide the City and allow for- and non-profit developers to implement development incrementally over time to achieve community goals

Land Development Plan Update

JULY 14: Early Neighborhood Notification (ENN) Meeting

AUGUST 8 ENN Public Questions Answered and Posted

AUGUST 15 Land Development Plan Posted

AUGUST 22 Land Use Plan Application Due

OCTOBER 6 Planning Commission Hearing

NOVEMBER 9 Governing Body Hearing
Midtown Redevelopment Plans

Midtown District Master Plan



Land Development Plan: Master Plan & Zoning

Why? It regulates land uses

Master Plan is necessary to create the framework for development to occur within streets, blocks, parcels, along with the infrastructure to support the redevelopment of the site.

Midtown Master Plan is not prescriptive and allows for the flexibility for incremental so that the City and public can respond to development markets and public policy as the site is developed over time.

Master Plan

Creates the network of streets and blocks where development is allowed to occur, as well as open space for recreation and green infrastructure.

Parcels and blocks may be disposed of for master developers, as well as small- and medium- sized development firms can participate in the development of Midtown

Establishes design guidelines to create a cohesive sense of place unique to the center of Santa Fe.

Provides a framework where primary uses may be developed – residential, office, educational, retail, film.

Community Development Plan

Why? It establishes policy

Through the public engagement effort, people envisioned more than land use goals and design standards for the redevelopment of Midtown.

People voiced community and public objectives for the redevelopment of Midtown.

The Midtown Community Development Plan puts policy into action as development plans are implemented.

Sustainable and Equitable Development

Four Pillars of Sustainable Development

- **Equity**
- **Environment**
- **Economic**
- **Culture**

Requirements and priorities for development will be established in the Community Development Plan and will be incorporated in RFPs as land and buildings are sold or leased.

Developers and Owners will be required to adhere to policies set forth in the Community Development Plan through Development and Disposition Agreements.

Community Development Plan

Why? It establishes policy

Through the public engagement effort, people envisioned more than land use goals and design standards for the redevelopment of Midtown.

People voiced community and public objectives for the redevelopment of Midtown.

The Midtown Community Development Plan puts policy into action as development plans are implemented.

Sustainable and Equitable Development

Four Pillars of Sustainable Development

- **Equity**
- **Environment**
- **Economic**
- **Culture**

Requirements and priorities for development will be established in the Community Development Plan and will be incorporated in RFPs as land and buildings are sold or leased.

Developers and Owners will be required to adhere to policies set forth in the Community Development Plan through Development and Disposition Agreements.

Community Development Plan

EQUITY
COMMUNITY DEVELOPMENT

Promote, Support, and Facilitate community health, stability, and well being

Housing Affordability
- Housing Choices
- Housing needs and priorities
- Types of tenure – ownership, rental, land trust

Building Capacity
- Develop local capacity for community-based approaches to housing and neighborhood development

Neighborhood Stabilization
- Anti-Displacement
- Neighborhood Stabilization Plan (adjacent neighborhoods – city commitment)
- Development without Displacement Overlay District - acknowledge and address impacts of development on adjacent low-income neighborhood

Community Development Plan

ENVIRONMENT
LAND DEVELOPMENT

Acknowledge land and water, implement best practices for site regeneration and resiliency, base land development plans on the USGBC LEED: Neighborhood Development program.

Infrastructure
- Site resiliency and regeneration
- Water management - retention and detention
- Street Designs and Biophilia *(connecting people to nature)*

Street and Block Networks
- Circulation and Connectivity
- Mobility - Multi-Modal

Open Space and District-Wide Connectivity
- Density
- Land uses and areas/ zones
- Memory of Place / Land Acknowledgement

District Area - Connectivity & Mobility
- LINC
- Access and Connectivity
- Adjacent neighborhoods
- Adjacent commercial zone

Environmental Design
- Healthy District / Inclusive Design
- Green Building and Regenerative Site Design

Community Development Plan

ENVIRONMENT
LAND DEVELOPMENT

Acknowledge land and water, implement best practices for site regeneration and resiliency, base land development plans on the USGBC LEED: Neighborhood Development program.

Land Uses - Mixed Use District

Residential

- Housing Types and Choices
- Affordable housing parcels (early start)
- Inclusionary zoning

Commercial

- Film and multi-media
- Technology
- Arts & Culture
- Entrepreneurialism

Open Space

- Public Gathering
- Parks and Parklets
- Town Center Plaza

Existing Buildings

- Reused Buildings: community uses (arts, culture, performance and entertainment, library/ learning, film)
- Substandard Buildings: to be demolished
- Other Buildings: temporary and potential long term uses identified through RFPs or civic uses

Community Development Plan

ECONOMY

ECONOMIC DEVELOPMENT

Create opportunities to stabilize communities, promote good jobs, and facilitate community economic development

Job Creation

- RFPs to promote jobs for local residents in film and multimedia, arts and entertainment, technology

Job Training and Career Education

- Internships
- Trades and Vocational Training
- Career Education

Job Access

- Centralize job opportunities and information

Economic Development

- Development and Zoning linkages to achieve community development objectives that require subsidy and/or developer incentives

Community Development Plan

ECONOMY

ECONOMIC DEVELOPMENT

Create opportunities to stabilize communities, promote good jobs, and facilitate community economic development

Entrepreneurialism

- Local small businesses
- Commercial space affordability

Live & Work

- Live/Work development
- Increased connection and walkability between work and home

Community Resources

- RFPs to facilitate development of childcare, senior, afterschool, learning labs, health centers to address barriers to work

Community Development Plan

CULTURE

MEMORY OF PLACE

Promote arts and culture, facilitate community planning, support district programming, acknowledge land

Community Arts Stabilization
- RFP for Visual Arts Center for Arts Hub

Arts & Cultural Placemaking and Pllacekeeping
- Public programming for local interests
- Relocate existing sculpture
- Plazas and open space to accommodate wide range of community events

Public Space, Programming, & Uses
- Identify source and entity to manage public programming and uses of public spaces that focuses on local communities and cultures

Preserve and Enhance Memory of Place
- Reuse certain existing buildings for civic uses that facilitate community interaction in public spaces

District Planning & Governance
- Inclusive Civic Engagement
- Pursue Metropolitan Redevelopment Area (MRA) to establish a governance and planning structure

Community Development Plan Update

AUGUST 15	**Community Development Plan Posted**
AUGUST 17	**Quality of Life Presentation**
AUGUST 31	**Governing Body Presentation (Progress Report)**
SEPTEMBER 15	**Planning Commission Presentation**
SEPTEMBER 28	**Governing Body Presentation (Progress Report)**
OCTOBER 12	Economic Development Advisory Committee
OCTOBER 17	**Finance Committee**
NOVEMBER 9	**Governing Body Hearing** **Midtown Redevelopment Plans**

Public Engagement Reports

supported by the City of Santa Fe

Midtown Campus Project
Final Report

July 2018

MIDTOWN PUBLIC ENGAGEMENT REPORT

post-FINAL Submission_April 2022

Midtown Engagement Partners
Various FY22 Activities and Insight

FEEDBACK AND EDUCATION

PUBLIC HEARINGS
&
COMMUNITY PLANNING STIPEND PROGRAM

More information on website: www.MidtownDistrictSantaFe.org

MIDTOWN SANTA FE

For Midtown Information

www.MidtownDistrictSantaFe.org

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:

Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - No Recommendation

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:

Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - No Recommendation

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: July 25, 2022

To: Governing Body

From: Lee Logston
Lee Logston, Asset Development Manager, Office of Economic Development

CC: Richard Brown Aug 16, 2022
Rich Brown, Director
Community & Economic Development Department

RE: **Amendment 3 to Lease Agreement Between the City of Santa Fe and Garson Studios Santa Fe, LLC.**

EXECUTIVE SUMMARY:
Request approval of Amendment No. 3 ("Amendment") to Item #19-0341 Lease Agreement between the City of Santa Fe and Garson Studios Santa Fe, LLC, for the premises located at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, will allow Garson to request to all of the six-month holdover extensions through August 26, 2024, as needed. .

BACKGROUND:
The City leases to Garson Studios, Ltd. the Garson Studio Complex, which is made up of the Garson Communication Center, the Garson Film School and the Garson Production Offices for the purpose of film and television production. The lease allows Garson Studios, Ltd. to license the locations to film production companies and other facilities throughout the campus at the discretion of the City.

Amendment No. 2 provided an eighteen-month extension to the lease term to August 26, 2022, and included four additional six-month extensions, to be granted at the City's sole discretion. This Amendment No. 3 will allow Garson to request all of the extensions at once if needed to enable obtaining a license with a production company for a longer term.

ACTION REQUESTED:
The Office of Economic Development respectfully requests your approval of Amendment No. 3 to the Lease Agreement.

ATTACHMENTS:
Proposed Amendment No. 3 to the Lease Agreement
Amendment No. 2 to the Lease Agreement
Amendment No. 1 to the Lease Agreement
Original Lease Agreement
Summary of Contracts

Procurement Checklist
Certificate of Insurance

CITY OF SANTA FE
AMENDMENT #3 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

This Amendment # 3 (the "Amendment #3") to the City of Santa Fe Lease Agreement ("Lease"), Item #19-0341, dated May 9, 2019, as amended by Amendment #1, Item #20-0257, dated May 27th, 2020 (the "Amendment #1"), as amended by Amendment #2, Item #21-0033, dated February 27,2021 (the "Amendment #2") between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") is hereby made and shall be effective on _____(Pick a GB Meeting Date), 2022.

RECITALS:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases a portion of the Lessor-owned real property, referred to as the Midtown Campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and **Exhibit A** of the Lease are located within the Midtown Campus. The Lease, Amendments, and this Amendment #3 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a development process for the redevelopment and eventual disposition of the campus to be developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

C. The Parties wish to solely modify Section 3, of the Lease as set forth herein, and to keep all remaining Sections of Amendment # 2 and the underlying Lease intact.

WITNESSETH:

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows:

AMENDMENT:

1. Amendments to Section 3, "Term," of the Lease.

A. By this Amendment, Section 3, "Term," of the Lease, as amended by Amendment #2, is hereby amended to add Section 3(C) as follows:

> C. Request to Utilize Holdover Extensions. Lessee may request to use several Holdover Extensions, or all the Holdover Extensions, to obtain a license with a production company for a longer term. For the purpose of enabling a license for a longer term, the City may, at its

sole discretion, grant several Holdover Extensions or all of the Holdover Extensions, extending through August 26, 2024. If the Lessee does not obtain a license for the entire period of the requested Holdover Extensions, then the approval for extensions shall be co-terminus with the period of the license obtained. Approval for the granting of this provision is pursuant to Section 32 of the Lease. In the event the City approves Holdover Extensions pursuant to this Amendment #3, the parties both waive any right to terminate the Lease without cause pursuant to Section 16 (B) of the Lease as amended in Amendment #2 during the period of such Holdover Extensions approved by the City.

Except as specifically provided in this Amendment #3, the Lease and Amendments #1 and #2 remain and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of this _____ day of _____, 2022.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar
_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

_____
ALEXIS LOTERO, INTERMIN FINANCE DIRECTOR
5256175.460150
Business Unit/Line Item AH
ATTEST:

_____
KRISTINE M. MIHELCIC, CITY CLERK

LESSEE:
GARSON STUDIOS SANTA FE, LLC

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 30th day of June 2022, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

JESSICA LOYA
Notary Public - State of New Mexico
Commission # 1137816
My Comm. Expires Apr 20, 2026

Notary Public
My commission expires: April 20, 2026

CITY OF SANTA FE
AMENDMENT # 2 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

This Amendment # 2 (the "Amendment #2") to the City of Santa Fe Lease Agreement ("Lease"), Item # 19-0341, dated May 9, 2019, as amended by Amendment # 1, Item # 20-0257, dated May 27th, 2020 (the "Amendment #1") between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") is hereby made and shall be effective on February 27th, 2021.

RECITALS:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, referred to as the Midtown campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and **Exhibit A** of the Lease are located within the Midtown Campus. The Lease and this Amendment # 2 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. By virtue of the Term currently in effect under Amendment # 1, Section 2(A) (amending Section 3(A) of the Lease), and under the Shelter in Place Extension under Amendment # 1, Section 2(C) (amending Section 3(E) of the Lease), the Term of this lease has been extended through February 26, 2021.

C. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a Request for Expressions of Interest process ("**RFEI**") for the redevelopment and eventual disposition of the campus to be developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

D. The parties wish to solely modify Sections 1, 3, 4, and 16 of the Lease as set forth herein, and to keep all remaining Sections of Amendment # 1 and the underlying Lease intact.

WITNESSETH:

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows:

AMENDMENT:

1. Amendments to Section 1, "Premises Granted," of the Lease and Amendment #1.

A. By this Amendment, Section 1(A), "Exclusive Use," of the Lease, as amended by Section 1(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portions of existing Lessor-owned property, as described below and shown on **Exhibit A** attached to the Lease and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

Garson Studios Area	Quantity
Department Head Office	330 Square Feet
Stages A, B & C and Production Offices	29,168 Square Feet
Parking Lot G	4.6 Acres

B. By this Amendment, Section 1(C), "Non-Exclusive Ingress and Egress across Grounds," of the Lease, as amended by Section 1(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

2. Amendments to Section 3, "Term," of the Lease.

A. By this Amendment, Section 3(A), "Term," of the Lease, as amended by Section 2(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Term. The term of this Lease, (the "**Term**"), commenced at 12:00 a.m. on the Effective Date of the Lease. The Lease shall terminate at midnight on August 26, 2022.

B. By this Amendment, Section 3(B), "Twenty-Four Month Maximum Holdover," of the Lease, as set forth in Section 2(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

B. Holdover Extensions. Six (6) months prior to the expiration of the Term of this Lease or any Holdover Extension previously granted by the City pursuant to this Section 3(B), the City may at its sole discretion grant the Lessee a six (6) month extension of the Lease's term then in effect (each such period being a "**Holdover Extension**"). There may be up to four (4) such Holdover Extensions of six (6) months each.

3. Amendment to Section 4, "Use of Premises and Grounds," of the Lease.

A. By this Amendment, Section 4(A), "Licensed Use," of the Lease, as amended by Section 3(A) of Amendment # 1, shall be removed and replaced in its entirety with the following:

A. Licensed Use; Adjustment of Premises Footprint During Term. Lessee shall use the Premises for the purpose of licensing its use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities'

CL

Allowed Use of the property. Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose without Lessor's prior written approval.

4. Amendments to Section 16, "Termination," of the Lease.

A. By this Amendment, Section 16(A), "Termination by Lessor," of the Lease, as amended by Section 7(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

> A. Termination for Cause by Lessor. In addition to Lessor's right of non-renewal as described in Section 3(B) of this Lease, Lessor may only terminate this Lease for cause upon Lessee's failure to comply with any provisions contained herein. Prior to termination for cause, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:
>
> > (i) the breach by Lessee;
> > (ii) the action required by Lessee to cure the breach;
> > (iii) a date, not less than fifteen (15) days from the date the notice is hand-delivered or mailed to Lessee, by which such breach must be cured; and
> > (iv) that failure to cure the such breach on or before the date specified in the notice will result in termination of the Lease.

B. By this Amendment, Section 16(B), "Termination by Lessee," of the Lease, is hereby removed and replaced with the following:

> B. Termination Without Cause by Lessee or Lessor. Lessee may terminate this Lease with written notice to Lessor at least one-hundred eighty (180) days prior to the termination date. Lessor may terminate this Lease in the exercise of its right of non-renewal pursuant to Section 3(B) of this Lease with written notice to Lessee at least one-hundred eighty (180) days prior to the expiration of the Term or any Holdover Extension then in effect.

Except as specifically provided in this Amendment # 2, the Lease and Amendment # 1 remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of this 15th day of February, 2021.

LESSOR:
CITY OF SANTA FE

ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:

Kristine Mihelcic (Feb 15, 2021 23:34 MST)
KRISTINE M. MIHELCIC, CITY CLERK GC
GC
GB MTG 02/10/2021

LESSEE:
GARSON STUDIOS SANTA FE, LLC

Claudio Ruben for Garson Studios Santa Fe LLC

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 1 day of February 2021, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

Notary Public
My commission expires: July 23 2022

OFFICIAL SEAL
Zayra Sanchez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires July 23 2022

ITEM # 20-0257

CITY OF SANTA FE
AMENDMENT # 1 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

This Amendment No. 1 (the "Amendment") is an amendment to the City of Santa Fe Lease Agreement ("Lease"), Item # 19-0341, dated May 9, 2019, between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") shall be effective on _____, 2020.

RECITALS:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, referred to as the Midtown campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and Exhibit A of the Lease are located within the Midtown Campus. The Lease and this Amendment No. 1 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. By virtue of the holdover period currently in effect under Section 3(B) of the Lease, the original Term set forth in Section 3(A) of the Lease has previously been extended through November 8, 2020.

C. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a Request for Expressions of Interest ("**RFEI**") for redevelopment and will be disposed of and developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

D. The parties wish to solely modify Sections 1, 3, 4, 5, 6, 10, and 16 of the Agreement and to keep all remaining Sections of the Agreement intact.

WITNESSETH:

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows.

AMENDMENT:

1. Amendments to Section 1, "Premises Granted," of the Lease.

A. Section 1(A) description of the "Premises" that are the subject of the Lease shall be amended to include the Lessor-owned real property at 1600 St. Michael's Drive, Santa Fe, New Mexico, including Lessor's personal property within it, as described in "**Exhibit 1**" to this Amendment.

B. Section 1(C), "Non-Exclusive Ingress and Egress across Grounds," of the Lease is hereby amended to add the following conclusory sentence at the end of the paragraph:

> Notwithstanding any other provision in this Lease, Lessor may also impose reasonable restrictions on Lessee's ingress and egress, and other limitations on Lessee's use of the Grounds, based on construction or future development of the Grounds, provided Lessor provides Lessee with at least 90 days' notice in writing of any such limitation on use.

2. Amendments to Section 3, "Term," of the Lease.

A. By this Amendment, Section 3(A), "Term," of the Lease is hereby removed and replaced with the following:

> A. Term. The term of this Lease, (the "**Term**"), commenced at 12:00 a.m. on the Effective Date of the Lease. The Term of this lease shall terminate at midnight on November 8, 2020.

B. Section 3(B), "Thirty-Six Month Maximum Holdover," of the Lease is hereby removed and replaced with the following:

> B. Twenty-Four Month Maximum Holdover.
>
> (i) In the event Lessee enters into a third-party license agreement with Big Sky Productions, LLC, or its designee, (hereinafter "Production Entity"), for any use of the Premises authorized under the Lease, then the Term of the Lease shall be automatically extended to midnight on July 31, 2021, provided that Lessee must notify Lessor or its successor(s) in interest in writing on or before August 31, 2020, that this contingency has been met; and
>
> (ii) In the event the Production Entity exercises an option for a second year of production on the Premises pursuant to the terms and conditions of the third-party license agreement being contemplated between Lessee and the Production Entity, then the Term of the Lease shall be automatically extended to midnight on July 31, 2022, provided that Lessee must notify Lessor or its successor(s) in interest in writing on or before June 30, 2021, that this contingency has been met.

C. The following language shall be added to the Lease as Section 3(E):

> E. Shelter in Place Extension. In the event the State of New Mexico or any other relevant local, state or federal authority issues a "shelter in place" order, or similar emergency order, regarding COVID-19 that directly prevents the full use of the Premises by Lessee or Lessee's licensees for its intended use stated within the License, then the Term of this Lease, or any holdover period then in effect, shall automatically be extended for a period equal to the duration of the emergency order's prevention of the Lessee's or licensees' full use of the Premises.

D. The following language shall be added to the Lease as Section 3(F):

F. Other Production Delays. In the event any Allowed Uses that are the subject of a third-party license agreement between Lessee and the Production Entity, are delayed for a period in excess of 14 days due to circumstances outside Lessee's control, then the Term of this Lease, or any holdover period then in effect, shall automatically be extended for a period equal to the full duration of each such production delay. Such extensions may not exceed three (3) months cumulatively.

E. The following language shall be added to the Lease as Section 3(G):

G. Disposition and Development Agreement. It is understood and agreed that Lessor intends to enter into a Disposition and Development Agreement (DDA) with a master developer during the Term of this Lease. Notwithstanding the execution of any such DDA, this Lease shall remain in full force and effect as against Lessor or its successor(s) in interest unless and until it expires or is terminated as set forth herein.

3. Amendment to Section 4, "Use of Premises and Grounds," of the Lease.

A. Section 4(A), "Licensed Use," shall be removed and replaced with the following:

A. Licensed Use; Adjustment of Premises Footprint During Term. Lessee shall use the Premises for the purpose of licensing its use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities' Allowed Use of the property. Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose without Lessor's prior written approval.

Although the Premises includes Lot G for parking, Lessor and its successor(s) in interest reserve the right, commencing on August 1, 2021, to exclude portions of Lot G from the Premises for the purpose of future development of the Midtown Campus. If the Lessor excludes portions of Lot G, Lessor shall thereafter provide Lessee comparable access and parking for the Premises during the remainder of the Term, and any holdover period granted to Lessee.

B. Section 4(B), "Allowed Uses," of the Lease shall be removed and replaced with the following:

B. Allowed Uses. The Lessee may allow its licensees to use and occupy the Premises for Film production, production office, parking, and storage uses related to the Films ("**Allowed Uses**"). Other than the limited rights of ingress and egress upon the Grounds as set forth in Section 1(C) of this Lease, Allowed Uses does not include any license or use of the Grounds by Lessee or its licensees without prior written approval by Lessor. Production of obscene material, deemed by the Supreme Court of the United States as not protected by the First Amendment of the U.S. Constitution, is expressly understood to be prohibited and not an Allowed Use. Failure of the Lessee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Lease and may constitute grounds for immediate termination by Lessor.

4. Amendment to Section 5, "Licenses" of the Lease

1. Delete in its entirety Section 5 (D) of the Agreement and replace with the following:

D. Lessor Approval Required. Prior written approval by the Lessor shall be required before Lessee may enter into any License agreement. Lessee shall get written approval from the City prior to offering and negotiating areas within the Premises and Grounds to ensure coordination with the disposition and development plans between the City and master developer. Prior to executing a License Agreement between the Lessee and the Production Entity, the Lessee shall submit a License Use Summary ("License Use Summary") to the Lessor for approval. Once approved by the City, the License Use Summary shall become an Exhibit to the completed License Agreement between the Lessee and the Production Entity. Said License Use Summary shall, at a minimum, include the following information: (a) Name of Production Entity, including the name of corporate entity and affiliates, contact information of authorized corporate entity; (b) Identification of area of Premises and Grounds to be licensed to the Production Entity; (c) Specific use of Premises and Grounds; (d) Term of use of Premises and Grounds. The Lessor maintains the right to request additional information to review and provide License Agreement approval.

5. Amendment to Section 6, "Rent," of the Lease.

A. Section 6(A)(i) of the Lease is deleted and replacing with the following:

(i) Base Rent. "**Base Rent**" shall be the base rent for each month for the Premises or the Temporarily Reduced Premises shall be calculated pursuant to **Exhibit 1** of this Amendment. Base Rent shall also include areas of Grounds included in the License, which shall be calculated based on the Market Rent Appraisal attached in "**Exhibit 2**" to this Amendment, as may be amended at the Lessor's sole discretion.

6. Amendment to Section 10, "Assignment or Transfer; No Subleasing of the Lease.

A. The following language shall be added to the Lease as Section 10(b) to the Agreement:

b. Lessor may assign or otherwise transfer its rights under this Lease to another Lessor, upon written notice to Lessee.

7. Amendment to Section 16, "Termination," of the Lease.

A. Section 16(A), "Termination by Lessor," of the Lease is hereby removed and replaced with the following:

A. Termination by Lessor. Lessor may only terminate this Lease for cause upon Lessee's failure to comply with any provisions contained herein. Prior to termination for cause, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:

(i) the breach by Lessee;
(ii) the action required by Lessee to cure the breach;
(iii) a date, not less than fifteen (15) days from the date the notice is hand-delivered or mailed to Lessee, by which such breach must be cured; and
(iv) that failure to cure the such breach on or before the date specified in the notice will result in termination of the Lease.

Except as specifically provided in this Amendment #1, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

/s/ Andréa Salazar for
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:
Kristine Mihelcic (Feb 3, 2021 12:07 MST)
YOLANDA Y. VIGIL, CITY CLERK
BB 5/27/20

LESSEE:
GARSON STUDIOS SANTA FE, LLC

Claudia Ruben

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 9th day of June 2020, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

Notary Public

My commission expires:

OFFICIAL SEAL
RANDALL BROKESHOULDER
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 04/20/2022

KDC/Cienda acknowledges that the City consulted with them before modifying these lease terms pursuant to Section 3.1 of the parties exclusive negotiation agreement period:

Scott Ozymy, Vice President of KDC Cienda
SF Investments One GP LLC, a Texas limited liability company

ITEM # 19.0341

FNo500031

CITY OF SANTA FE
Received
MAY 09 2019
FINANCE DEPT.

LEASE AGREEMENT
GARSON STUDIOS
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO

This LEASE AGREEMENT ("**Lease**") is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("**Lessor**") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("**Lessee**"), collectively the "**Parties**".

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor grants Lessee a Lease, terminable as hereinafter provided, to enter on and make use of the real property of Lessor as follows:

1. PREMISES GRANTED

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portion of existing Lessor-owned property, as described below and shown on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

Garson Studios Area	Quantity
Department Head Office	330 Square Feet
Stages A, B & C and Production Offices	29,168 Square Feet
Parking Lot G	4.6 Acres

B. Option to Temporarily Reduce the Premises. Lessee has the exclusive option to temporarily reduce the area of Premises if the areas to be reduced are not licensed, used, occupied or otherwise encumbered by the Lessee or any licensee of the Lessee during the period of time in which the temporary reduction occurs. Five days before the beginning of any month in which the Lessee will be exercising the option to temporarily reduce the Premises, Lessee shall notify the Lessor of the portions of the Premises which are not reduced ("**Temporarily Reduced Premises**"), the beginning and end dates of the reduction, and the Base Rent that will be due on the first of the month under Lease Section 6.A.

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

D. Condition. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises and Grounds or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease shall become effective when signed by the Lessor and the Lessee, whichever occurs last (the **Effective Date**).

3. TERM

A. Term. The term of this Lease shall commence at 12:00 a.m. on the Effective Date. The term of this Lease (the "**Term**") shall terminate at midnight of the day that occurs one calendar year after the Effective Date).

B. Thirty-Six Month Maximum Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease, such possession may, at the sole option of Lessor, be continued for one or

more six-month holdover period(s) up to a maximum of thirty-six months and shall terminate no later than midnight of the day that occurs four calendar years after the Effective Date, and the terms and conditions of the Lease shall be otherwise applicable. Lessor's approval of each six-month holdover period is deemed granted unless the Lessor gives notice otherwise at any time prior to the expiration of the Term or holdover in effect at the time such notice is given, per conditions specified in Sections 16 and 18 of this Lease.

C. Validity of Licenses. The expiration or termination of this Lease shall not affect the validity of any license which has received prior written approval by the Lessor for use of the Premises, and which was made by the Lessee prior to the expiration or termination of this Lease.

D. No Renewal or Extension. This Lease may not be renewed or extended by the Parties, except as provided in Part 3.B of this Lease. If Lessee wishes to have a lease agreement at the termination or expiration of this Lease, the Lessee shall contact the Lessor at least two months prior to such expiration or termination to initiate discussions of a new lease agreement.

4. USE OF PREMISES AND GROUNDS

A. Licensed Use. Lessee shall use the Premises and Grounds for the purposes of licensing their use by film, television, and media production entities (**"Production Entities"**) to produce films, broadcast media, or television shows (**"Films"**) and for the purposes of commercial uses associated with the Production Entities' Allowed Use of the property.

Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose, without prior written approval by the Lessor. Lessee may use the Premises and Grounds or portions thereof for Allowed Uses which are not licenses or encumbrances without notifying or seeking consent of the Lessor.

B. Allowed Uses: The Lessee may allow its licensees to use and occupy the Premises or Grounds for Film production, production office, parking, and storage uses related to the Films ("Allowed Uses"). Other commercial uses associated with Production Entities are allowed without the prior consent of the Lessor. Production of obscene material, deemed by the Supreme Court of the United States as not protected by the First Amendment of the U.S. Constitution, is expressly understood to be prohibited and not an Allowed Use. Failure of the Lessee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Lease and may constitute grounds for immediate termination by Lessor.

C. Improvements and Alterations. Lessee shall not develop, improve, or otherwise alter, and shall not allow others to develop, improve or otherwise alter the Premises or Grounds, without prior written approval by the Lessor. Lessee shall own any improvements that the Lessee places, or causes to be placed, on the Premises or Grounds during the Term of this Lease, unless the Parties agree otherwise in writing. Upon termination of this Lease, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. Lessee shall not install trade fixtures on the Premises or Grounds without prior written approval by the Lessor. All trade fixtures installed by Lessee after the Effective Date of this Lease shall remain the property of Lessee, who shall remove the same upon termination of this Lease, provided that removal shall be done in such a manner as not to injure or damage the Premises or Grounds.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or allow any waste, damage, or injury to the Premises or Grounds or to any improvements made to the Premises or Grounds. Lessee shall keep and maintain the Premises in

good and clean condition at all times and shall promptly perform or cause to be performed any and all required repairs and replacements that arise within the Premises during the Term of this Lease. The cost of repairs and replacements to building systems necessary for occupancy and proper functioning of the buildings in which the Premises are located, such as HVAC, electrical, plumbing, fire alarm and suppression, and roofing systems, shall be performed by the Lessor at its sole expense.

For the purposes of this Section 4E, unless otherwise approved in advance in writing by the Lessor, Lessee's responsibilities for repairs and maintenance of the Premises shall not include major capital improvements such as repairs and replacements to major building systems such as roof membrane systems, heating/ventilation/air-conditioning systems, electrical and plumbing systems, roof and wall structural systems.

In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor as determined in Lessor's sole discretion, Lessor may terminate this Lease, in accordance with Section 16 herein.

F. Contractors. Any contractor used by the Lessee to repair, maintain or otherwise service the Premises shall be licensed, bonded and insured. These contractual arrangements and costs are the responsibility of Lessee and qualify as Operational Expenses, defined herein.

G. Weight Loads. Lessee shall not allow any vehicles or heavy equipment in the licensed stages on the Premises, without the prior written authorization of the Lessor.

H. Security Guards and Fire Protection Personnel. Lessor shall not bear any responsibility to provide, pay for or otherwise provision security guards and/or fire protection personnel, which Lessor, Lessee, or a licensee may reasonably require for the protection of their respective property and the Premises.

I. Fires, Firearms, Explosives, and Hazardous Wastes. Lessee shall not conduct any dangerous or illegal activities at the Premises or Grounds; keep any toxic, hazardous, dangerous or offensive materials on the Premises or Grounds; or keep substances or articles in or about the Premises or Grounds or any other part of the Lessor's property which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by the Lessor.

Lessee shall not light fires or discharge firearms, smoke effects, or explosives on or about the Premises or Grounds without having first obtained all necessary permits from any and all appropriate governmental authorities and permission from the City's Fire Chief. Lessee shall in all cases have employed or require its licensee to employ a licensed operator to discharge firearms or explosives. Lessee shall secure or shall ensure that any licensee has secured, at the end of each production day, all firearms and explosives brought on the Premises or Grounds by Lessee or its licensee.

Lessee hereby specifically indemnifies and agrees to hold the City and the City's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Lessee or its licensee of firearms, fires, smoke effects, noxious gases and explosives at the Premises or Grounds.

Lessee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the Premises. Lessee shall not spray or otherwise utilize any toxic or hazardous material inside the Premises or Grounds without prior written consent from the Lessor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Lessee alter in any way, or use for any production purpose, any firehose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

J. Security. The Lessor reserves the right, in its reasonable but sole discretion, to refuse admittance to the Premises or Grounds to any employee, licensee, or other person associated with Lessee who behaves in a negligent or dangerous manner that could result in harm to the Premises or Grounds, or people.

K. Photographic rights. Lessor hereby acknowledges that Lessor does not have any interest in Lessee's or its licensee's still photography, film or other recording on or of the Premises or Grounds, nor any right of action against a licensee or any other party arising out of any use of said photography. Lessor hereby grants to Lessee, its licensees, assigns, and successors the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises or Grounds in connection with the Films in such manner and to such extent as Lessee desires in its sole discretion. Lessee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the Premises or Grounds, in perpetuity, throughout the universe. Lessor has no rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on said Premises or Grounds in connection with the Film and including, without limitation, the exclusive right to assign and/or license Lessee's or its licensee's rights without restriction or impairment of any kind.

In the event of a breach of this Lease by Lessee or breach of a license by a licensee, Lessor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

L. Confidentiality. The Lessor shall not use any name, logo, Film title, trademark or other proprietary mark of Lessee or its licensees in any manner. The Lessor agrees to not officially publicize, advertise or promote the appearance of the Premises or Grounds in the Films, without the prior written consent of Lessee or its licensee. The Lessor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Lessee acknowledges that the owner and lessor of the Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that Lessor possesses written or electronic information about the Film, that Lessor may be required by law to release that information pursuant to an IPRA information request.

In acknowledgement of the above, and to maintain confidentiality regarding the Film, the Parties agree as follows:

Lessee shall not transmit to Lessor any information regarding the Film that any licensee desires to remain confidential including, without limitation, information and photographs regarding a licensee, participants in the Film (e.g., actors, producers, crew, etc.), the set, storylines and methods of production of the Film and any other non-public information (whether written, electronic, graphic or any other form).
Lessor shall use reasonable care in its responses to IPRA requests to protect, as allowed by law, any of Lessee's or its licensee's confidential information.

M. Compliance with Laws. Lessee's use of the Premises and Grounds shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) and the City's Noise Ordinance (§10-2 SFCC 1987). Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

N. Stage Manager. The Lessee shall cause its licensees to be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Lessor. The Stage Manager shall comply with all legal, regulatory, and contractual requirements for use of the Premises and Grounds and shall seek and obtain prior written approval by the Lessor for the Lessee or its licensees to use certain personal property in the production of the Film. The Stage Manager shall regulate licensees' ingress, egress and filming on the Premises and Grounds.

O. Condition of Premises and Grounds upon Surrender. Upon expiration or termination of this Lease, Lessee shall, at its expense, strike and remove all sets, materials and equipment placed upon the Premises and Grounds by Lessee

other than the personal property purchased as an Operational Expense, and shall clean the Premises, steam clean the office carpet, and remove all residue and articles of rubbish so as to leave the Premises in substantially the same condition as when Lessee took possession thereof, reasonable wear and tear excepted. In the event Lessee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with the Lessor's approval, Lessee shall either restore or compensate the Lessor for restoration of that portion of the premises. Further, to the extent deemed necessary by the Lessor due to the condition of the Premises, the cost of a professional cleaning service will be charged to the Lessee, provided that the Lessor shall provide Lessee with three (3) days prior written notice via email and an opportunity to clean Premises prior to the Lessor charging for such cleaning.

Pursuant to its obligation under the Lease, Lessee specifically agrees to repaint the stage floors whichever stage(s) Lessee uses (Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Lessor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent) is required in the color Digital Green- Vara Bond, Acrylic Latex Flat.

P. Failure to Comply. Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

5. LICENSES

A. Duty to License Use of Premises. Lessee shall actively pursue and enter into licenses with Production Entities for the use of the Premises or portions thereof. Lessee shall be the "Licensor" to licensees of the Premises.

B. Licensed Use of Grounds. Lessee may license the exclusive use of portions of the Grounds to Production Entities for Films.

C. Form License. Lessee shall use the form license agreement ("**Form License**"), attached as **Exhibit C**, incorporated herein, to license the use of the respective Premises or Grounds or portions thereof, to respective Production Entities. The licensing of the Lessor's personal property, with the exception of typical office furniture, is not included on the Form License and must be approved in writing before any license for such may be entered into.

D. Lessor Approval Required. Prior written approval by the Lessor shall be required before Lessee may enter into any License agreement.

E. Acceptance and Feasibility. In entering this Lease, Lessee agrees that the explicit terms in the Form License are acceptable to the Lessee and feasible for the Lessee to execute.

F. Termination or Expiration of License. Lessee shall immediately notify the Lessor upon any one or more of the following events: Lessee's receipt of notice that a licensee intends to terminate a license with Lessee; Lessee's intent to terminate a license with a licensee; or the termination or expiration of a License.

6. RENT

During the Term of and in consideration of this Lease and the demise of the Premises or Temporarily Reduced Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises or Temporarily Reduced Premises the Net Base Rent on the first day of each month in which the use accrues for duration of the Term.

A. Net Base Rent. "**Net Base Rent**" equals the Base Rent or Revised Base Rent, less eligible direct out-of-pocket operational expenses in furtherance of the Lease for that month. For any individual Operational Expense to be eligible for deduction from the Base Rent or Revised Base Rent, such expense must be less than Five Hundred Dollars ($500.00), unless Lessee obtains prior written approval from Lessor. In addition, prior written Lessor

approval is required if the total Operational Expenses in any given month exceeds Ten Thousand Dollars ($10,000.00). Net Base Rent equals Base Rent or Revised Base Rent, minus Operational Expenses.

(i) Base Rent: "**Base Rent**" shall be the base rent for each month, which shall be calculated as the sum of the respective Quantities of each designated Garson Studio Area comprising the Premises or Temporarily Reduced Premises in the month in which the use accrues, multiplied by the corresponding Annual Rates shown in the following table, and divided by the twelve months of the year:

Garson Studios Area	Quantity	Units	Annual Rate	Monthly Rent
Department Head Office	330	Square Feet	$15.47 per SF	$425
Stages A, B & C and Production Offices	29,168	Square Feet	$22.45 per SF	$54,575
Parking Lot G	4.6	Acres	$13,015 per Acre	$5,000
BASE RENT FOR THE PREMISES				$60,000

(ii) Revised Base Rent. If an MAI-certified appraiser licensed by the State of New Mexico establishes via a real estate appraisal ("**Appraisal**") that the monthly fair market rent (the "**MFMR**") of the Premises or Temporarily Reduced Premises differs by more than 5% from the Base Rent as stated herein, then the Lessor shall obtain the Appraisal and notify Lessee of the Base Rent established thereby. The revised base rent ("**Revised Base Rent**") shall equal the MFMR in the Appraisal and will be due on the first day of the month after the expiration of sixty (60) days' notice to the Lessee.

(iii) Termination. Upon notification of the Revised Base Rent by Lessor, Lessee may terminate this Lease in accordance with Section 16 of this Lease. In such event, the Parties agree to negotiate in good faith to establish the amount of the Base Rent due for the period that Lessee occupied the Premises prior to termination.

(iv) Operational Expense. "**Operational Expense**" shall mean any and all expense incurred by Lessee in connection with the operation, maintenance and repair of the Premises as necessary for a licensees' production of Films, including, but not limited to, the following: purchases of personal property including without limitation durable, moveable equipment such as refrigerators, washer and dryers, microwaves and coffee machines which are not considered fixtures; charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities unless otherwise assigned in Section 8.; security; pest control; cleaning of windows; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; governmental permits; cleaning supplies; services or management contracts with independent contractors; and the costs of any other items which, under generally accepted accounting principles consistently applies to the Premises. Operational Expenses shall not include any expense which is paid by a licensee, interest, amortization, or other payments on loans to Lessee, whether secured or unsecured; insurance costs; depreciation of the Premises and Grounds or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; or income, excess profits or other such taxes imposed on the income of the Lessee from the operation of the Project. All personal property purchased or the value thereof, shall remain on the Premises and become the personal property of the Lessor upon the termination or expiration of this Lease.

(v) Any payment due under the Lease not received by the Lessor within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

B. Grounds License Income: Lessee shall pay to the Lessor without demand and by the first day of the following month after any income is received by the Lessee for Allowed Uses of the Grounds licensed under this Agreement ("**Grounds License Income**"), the following: 100% of the Grounds License Income.

C. Sole Financial Responsibility. In consideration for Lessee's use of the Premises and Grounds as granted by this Lease, Lessee assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the Lessor, unless as otherwise provided for herein.

7. RECORDS, ACCOUNTS, AUDITS

A. Monthly Report. When Lessee remits the monthly Rent to the Lessor, Lessee shall, without demand, provide to

the Lessor a monthly and "to-date" report that shall include all of the following items:
(i) Amount due from each licensee per building and real and personal property licensed;
(ii) Amount paid by each licensee to Lessee;
(iii) Amount of Grounds License Income paid by Lessee to Lessor;
(iv) Operational Expenses with supporting documentation including without limitation, invoices, and prior written Lessor approval, as applicable herein; and
(v) Amount of Net Base Rent paid by Lessee to Lessor.

B. Lease Summary Report. At the termination or expiration of this Lease, Lessee shall submit, without demand, a written summary report "Lease Summary Report" pertaining to Premises, Temporarily Reduced Premises, Net Base Rent, Base Rent/Revised Base Rent, Grounds License Income and Operational Costs for Term.

C. Separate Account. All Grounds License Income must be deposited and maintained in a separate account and shall not be co-mingled with any other funds.

D. Records Inspection and Audit. The Lessee shall maintain, throughout the Term of this Lease and for a period of six years thereafter, all records pertaining to this Lease and Licenses, including but not limited to all amounts received and paid, invoices, receipts and financial accounts. These records shall be subject to inspection upon request by the Lessor. The Lessor shall be entitled to cause independent certified public accountants to conduct an audit of the books and records maintained pursuant to this Lease. The right to conduct an audit includes the right to make tests of the Lessee's accounting records and such other auditing procedure that are appropriate under the circumstances. The audit may be conducted after reasonable notice during regular business hours.

8. UTILITIES & SERVICES
Beginning on the Effective Date and until the termination of this Lease, the responsibility and costs for providing utilities and services to the Premises and Grounds shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor. Any water usage that exceeds regular and reasonable usage requires prior written approval from the Lessor and may be subject to additional fees. Lessor shall not be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Lessor, but excluding the willful or intentional misconduct or gross negligence of Lessor.

B. Responsibility of Lessee. All telephone, cable, or satellite television, wired or wireless internet, solid waste collection services, and cleaning services shall be performed or coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee. Any and all labor, material and utility service rate increases incurred by the Lessor for services provided to Lessee or its licensees during the term of this Lease shall be paid by Lessee. The Lessor shall notify Lessee of all rate increases before commencing such services to Lessee.

9. TAXES
Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures, and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

10. ASSIGNMENT OR TRANSFER; NO SUBLEASING
Lessee shall not assign or otherwise transfer this Lease, without the prior written approval of the Lessor. Lessee shall not sublease the Premises. Any actions taken by Lessee in violation of this Section 10 may be subject to the immediate termination of this Lease.

11. INSURANCE
Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each

of the following:

A. Property Insurance. Lessee may at Lessee's sole discretion carry and maintain during the term of this Lease special form ("all risks") property insurance for all improvements to the Premises in an amount sufficient for the full replacement cost of existing structures and improvements if lost or damaged by all perils covered under such special form property insurance. The City of Santa Fe shall be named as Loss Payee on such policy of insurance.

B. Commercial General Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease, Commercial General Liability insurance, which shall be written on an occurrence based form, covering bodily injury (including death), personal and advertising injury, and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Said policy shall include broad form contractual liability coverage and shall be endorsed to name the City of Santa Fe, its officials, employees, and agents as additional insureds. Any excess or umbrella liability insurance maintained by Lessee shall also be endorsed to name the City of Santa Fe, its officials, employees and agents as additional insureds.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease, workers' compensation insurance at statutory limits for its employees working at the Premises, and Employer's Liability coverage with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Fe.

D. Primary and Non-contributory. All insurance required to be maintained by Lessee under this Lease shall be primary and any insurance or self-insurance maintained by Lessor shall not be required to contribute with it.

E. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease, and thereafter at any time during the Term of this Lease that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.
All policies of insurance shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico.

F. License Agreements. Lessee shall cause any and all License agreements, or other agreements related to use, occupation, or development of the Premises or Grounds, that Lessee enters into to contain language that requires the City of Santa Fe, its officials, employees and agents to be named as an additional insured on commercial general liability policies and loss payee on any property insurance policies as provided in this Section 11.

G. Waiver of Subrogation. Lessee hereby grants to the Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Lessor has received a waiver of subrogation endorsement from the insurer.

The Lessor shall have no obligation to allow access to the Premises or Grounds until and unless Lessee has provided to the Lessor the certificates of insurance required above.

12. INDEMNIFICATION
Lessee shall indemnify, hold harmless and defend Lessor, its agents, officials, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use, maintenance and occupancy of the Premises or Grounds hereunder, including use of the Premises or Grounds by Lessee's licensees, employees, agents, representatives, contractors, agents, guests, invitees or allowed assigns. Lessee shall cause any and all

agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

13. LAWS AND REGULATIONS

A. Compliance with Laws. In connection with its use of and activities in and about the Premises and Grounds, Lessee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests, invitees and licensees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Lessor or the Lessee or its licensees with respect to any part of the Premises or Grounds used by Lessee hereunder and that arise out of Lessee's particular use of the Premises or Grounds.

B. Safety. Lessee guarantees that all facilities and equipment furnished by it will conform to, and Lessee agrees to comply with and to cause its licensees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from, or caused to be removed from, the Premises and Grounds by Lessee at Lessee's expense, after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. The Lessor shall charge to Lessee, and Lessee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Lessee or its licensees or otherwise not removed from the Premises or Grounds by Lessee and any and all fines, assessments, and penalties that may be incurred or imposed upon the Lessor, Lessee, or licensees as a result of such malfeasance by Lessee.

14. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

15. LESSOR ACCESS

The Lessee shall allow the Lessor and/or its agents or assigns access to the Premises for periodic inspections, maintenance of rights-of-way, maintenance and operation of parking facilities or other Lessor facilities and/or public spaces, and for such other purposes as the Lessor may have, provided that nothing herein shall be deemed a requirement to allow the Lessor to occupy any part of the Premises leased to the Lessee, nor to interfere with the Lessee's quiet enjoyment of the Premises.

16. TERMINATION

A. Termination by Lessor. Lessor may terminate this Lease with written notice to Lessee at least sixty (60) days prior to the termination date; or Lessor may terminate this Lease upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:

(i) the breach;
(ii) the action required to cure the breach;
(iii) a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
(iv) that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

B. Termination by Lessee. Lessee may terminate this Lease with written notice to Lessor at least sixty (60) days prior to the termination date.

17. SURRENDER OF PREMISES

Lessee shall quit and surrender the demised Premises and all equipment and personal property contained on and in the demised Premises to Lessor at the end of the term of this Lease in the same condition as at the date of the

commencement of this Lease, ordinary use and wear excepted.

18. NOTICE
Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable Party at the address indicated below for such Party, or at such other address as may be designated by either Party in a written notice to the other Party:

To Lessor:
City Manager
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

To Lessee:
Claudio Ruben, Principal
Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

With a copy to:
City Attorney's Office
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

19. NO WAIVER
No waiver of a breach of any of the provisions contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

20. SEVERABILITY
In the event that one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. ENTIRE AGREEMENT
This Lease constitutes the entire agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties related to the Premises and Grounds, if any, are merged herein. This Lease shall not be modified or amended except by a written document signed by the Parties hereto.

22. BINDING EFFECT
This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and allowed assigns.

23. LITIGATION EXPENSE
In the event of litigation between the Parties, each Party shall be responsible for its own litigation expenses. In the event of litigation between Lessee and its licensees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises or Grounds by Lessee, or Lessee's licensees, contractors, agents, employees or allowed assigns.

24. APPLICABLE LAW; VENUE
Lessee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Lease, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in

the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

25. FORCE MAJEURE
Failure of the Lessor to comply with the terms and conditions hereof because of an Act of God; force majeure; labor troubles; war; fire; riot; earthquake; act of public enemies; action of governmental authorities (federal, state or local); unavailability of power, transportation, stages, production facilities or materials; or for any other reason beyond the reasonable control of the Lessor, shall not be deemed a breach of this Lease, and the Lessor shall not be liable to Lessee for any consequential damages. Except for the obligations to pay rent, license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Lessee.

26. HEADINGS
The section headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

27. AMENDMENT
This Lease shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

28. RECORDING - SHORT FORM MEMO
This Lease shall not be recorded in its entirety. If desired by either party, both parties shall execute in recordable form a short form memorandum of this Lease which may be placed of record.

29. REPRESENTATION ON AUTHORITY OF SIGNATORY
The signatory for the Lessee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Lease. The Lease represents and warrants that the execution and delivery of the Lease and the performance of the Lessee's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

30. ATTACHMENTS
All exhibits are fully incorporated herein and made a part of this Lease.

31. COUNTERPARTS
This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

32. LESSOR APPROVAL
Any Lessor approval required herein shall be done by the City Manager or his or her designate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 9 day of May, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

SALLY PAEZ, ASSISTANT CITY ATTORNEY

APPROVED:

MARY McCOY, FINANCE DIRECTOR

51910.460350
BUSINESS UNIT / LINE ITEM

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/8/2019

LESSEE:
GARSON STUDIOS SANTA FE LLC

CLAUDIO RUBEN, PRINCIPAL

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 8 day of May 2019, by CLAUDIO RUBEN, Principal of GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company.

NOTARY PUBLIC

My Commission Expires: April 11, 2023
(SEAL)

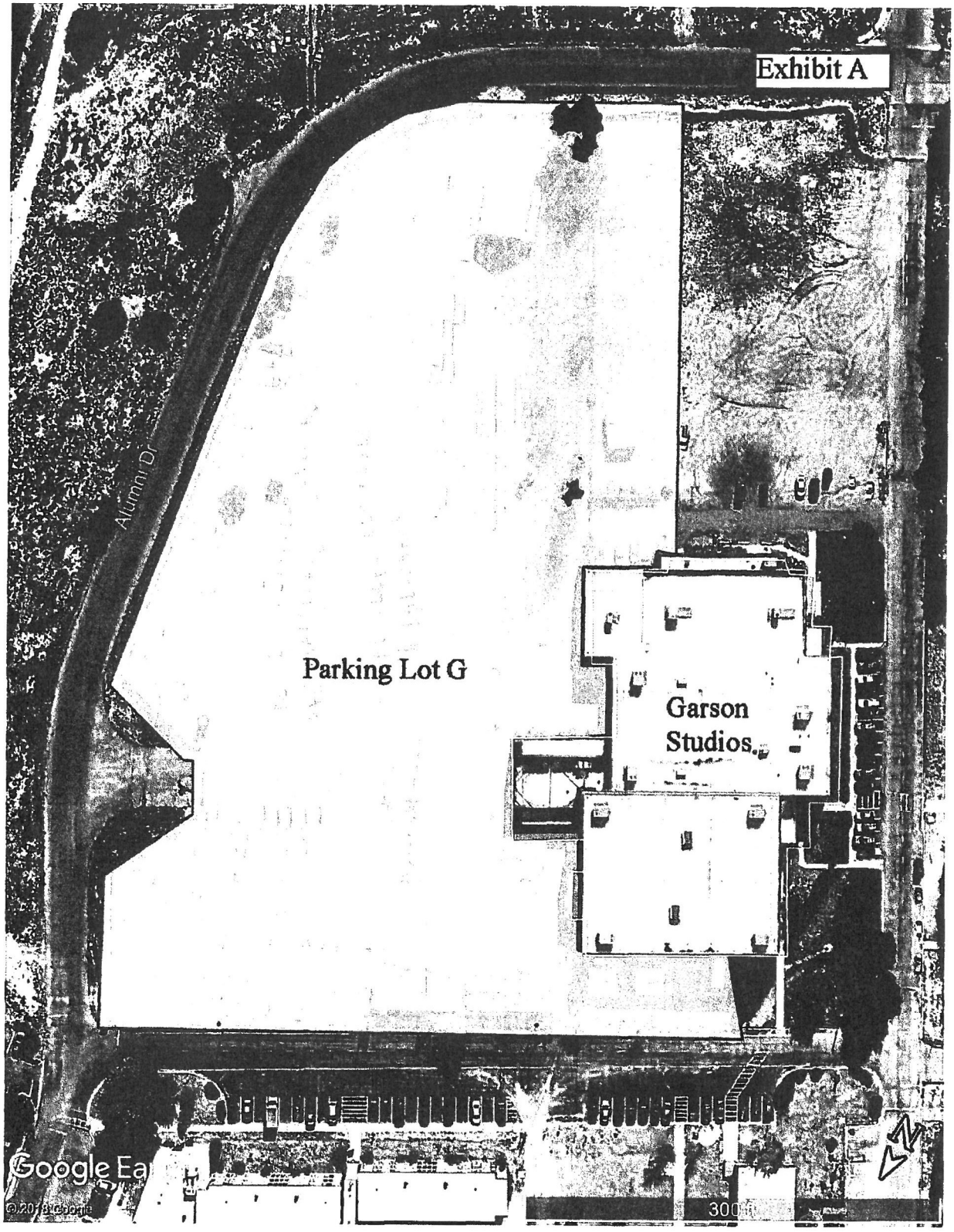
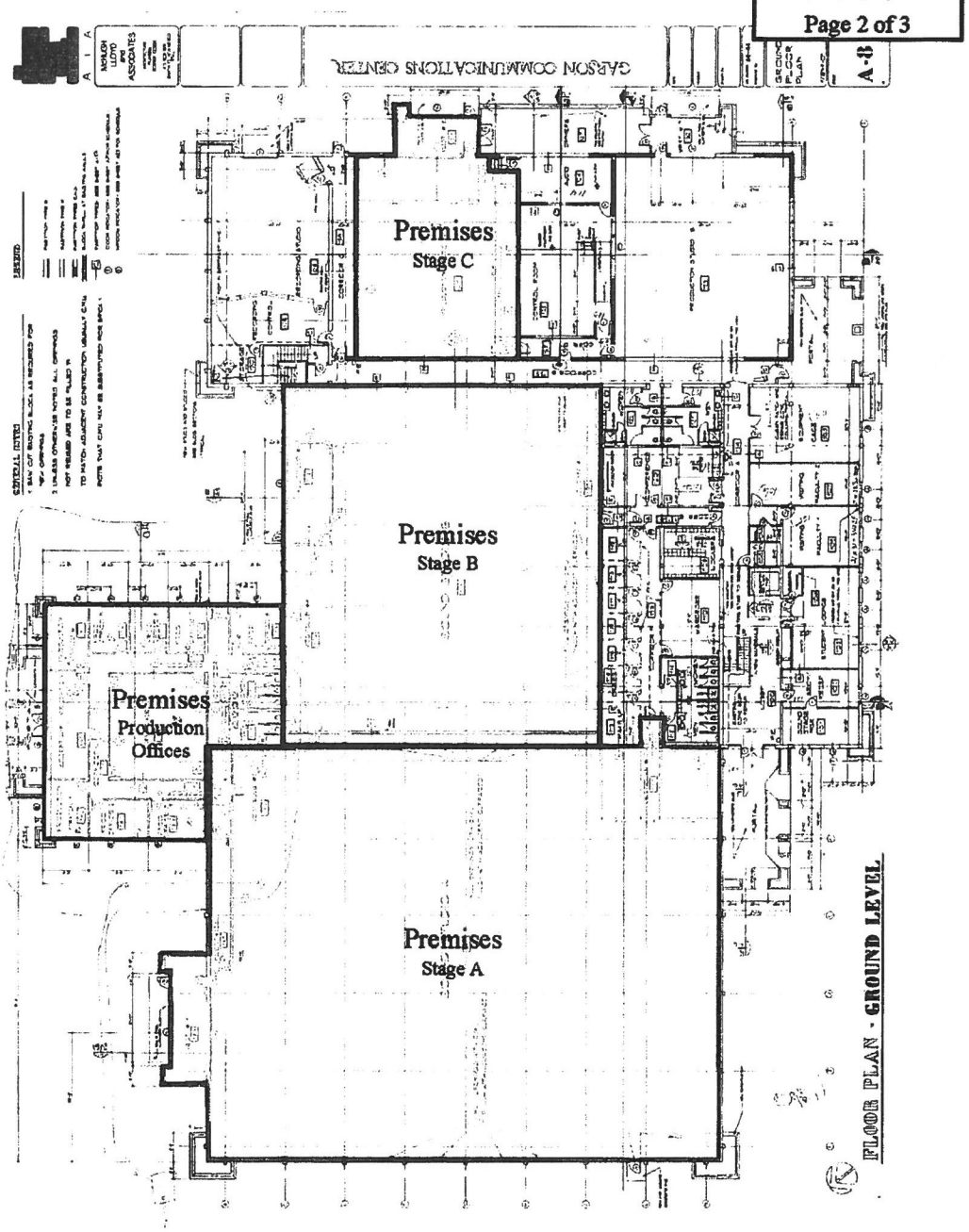
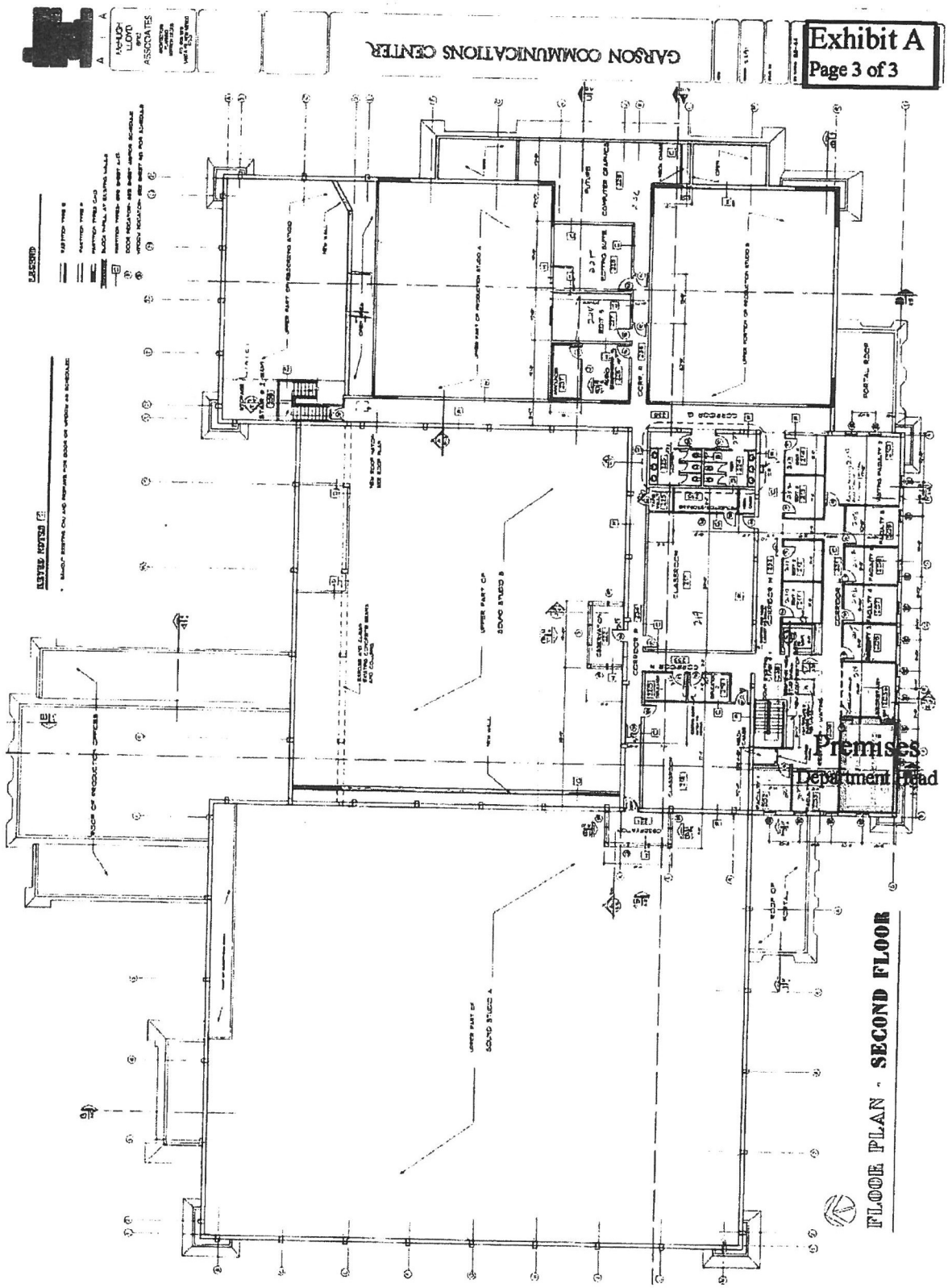

Exhibit A
Alumni Dr
Parking Lot G
Garson
Studios
Google Ea
©2018 Google
300 ft

Exhibit A
Page 2 of 3




Exhibit A
Page 3 of 3
GARSON COMMUNICATIONS CENTER
Premises
Department Head
FLOOR PLAN - SECOND FLOOR

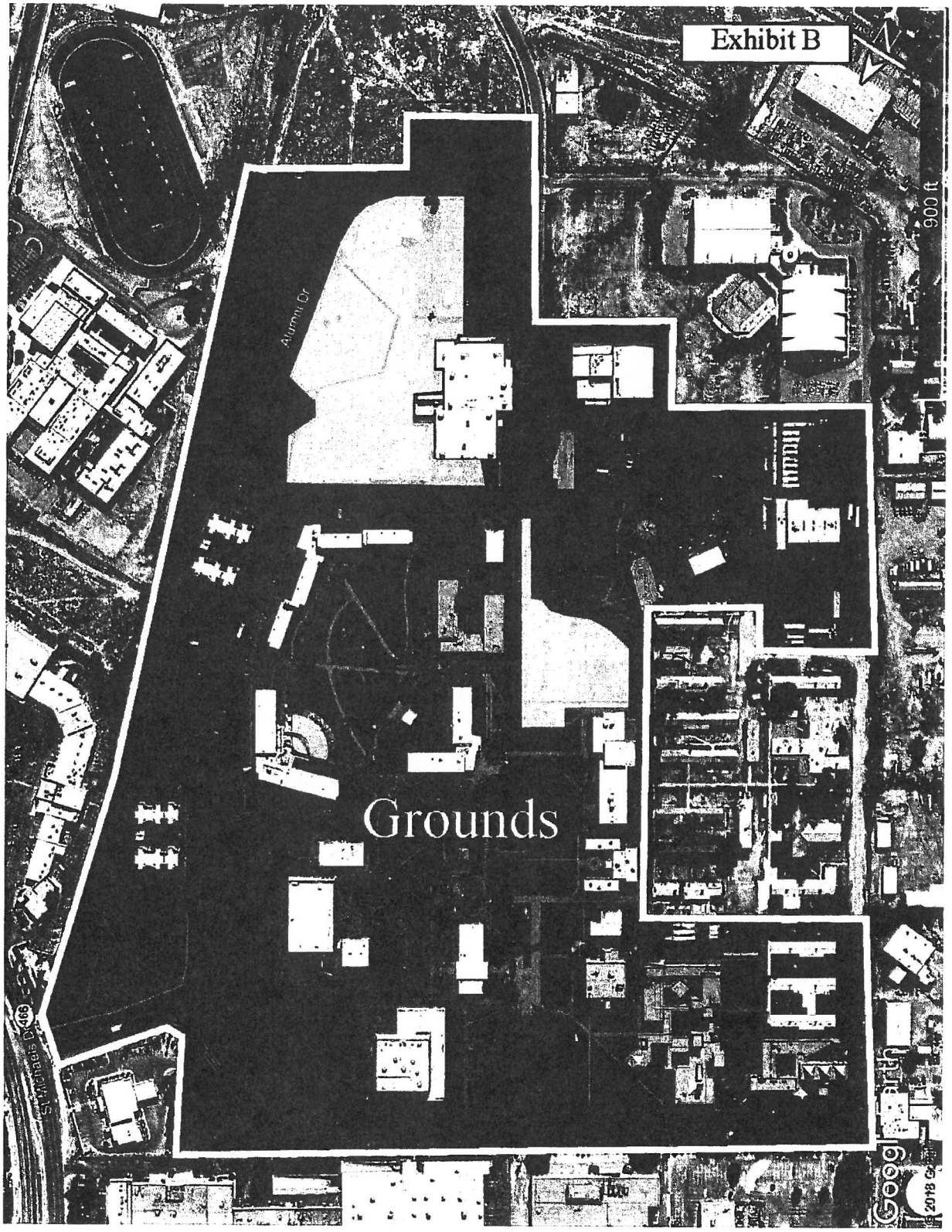

Exhibit B
N
900 ft
Alumni Dr
Grounds
St Michaels Dr
466
Google
2018 Google

EXHIBIT C
LICENSE AGREEMENT
FOR FILM AND TELEVISION PRODUCTION AT
1600 ST. MICHAEL'S DRIVE, SANTA FE, NM

This LICENSE AGREEMENT ("**License**") is made this _____ day of _____, 20___ by and between GARSON STUDIOS SANTA FE, LLC, a New Mexico limited liability company ("**Licensor**"), and_____ _____("**Licensee**"), (collectively, the "**Parties**" and each individually a "**Party**").

WHEREAS: Licensor has a lease ("Lease") from the City of Santa Fe ("Lessor") for premises and grounds located at 1600 St. Michael's Drive, Santa Fe, New Mexico until _____, attached as Exhibit D; and

WHEREAS: Licensee is a film production company which wishes to license the use of some or all of the Licensor's premises and grounds for film production;

WITNESSETH:

In consideration of Licensee's promises herein, Licensor hereby gives Licensee an exclusive License, revocable and terminable as hereinafter provided, to enter on, use and occupy the Lessor-owned property leased to Licensor during the dates and times specified herein for activities associated with the production of a film or television series currently titled "_____ _____"(the "**Film**"), as provided herein.

All approvals by the Lessor required herein shall be done by the City Manager of the City of Santa Fe or his or her designee.

1. LICENSE PREMISES AND GROUNDS

Licensor allows Licensee to use and occupy specific portions of buildings and land at the Midtown campus (formerly the Santa Fe University of Art and Design) located at 1600 St. Michael's Drive, Santa Fe, New Mexico as specified in **Exhibit E** attached hereto and made a part hereof (the "**License Premises**"), and allows Licensee non-exclusive ingress and egress to the License Premises through Lessor-owned private property (the "**Grounds**") on Midtown campus as specified in **Exhibit F**. This License includes the right of Licensee to use certain items of Lessor-owned personal property located at the License Premises and Grounds subject to an additional fee and prior consent of the Lessor. Licensee must obtain approval in writing by Licensor before using Lessor personal property, with the exception of typical office furniture.

2. TERM

A. This License shall commence at _____ and shall continue for a period of _____ days, or until otherwise terminated as provided herein.

B. Upon thirty (30) days prior written notice to Licensor, Licensee may extend the Term and add additional months to the Term of this License, subject to Licensor having authority under a lease agreement with the Lessor to license such use. Licensee shall pay License Fees and Additional Charges for any additional days added to the Term as specified in **Exhibit G** and **Exhibit G-1** respectively.

3. CONDITIONS OF USE

Licensee's use and occupation of the License Premises shall at all times be in compliance with the provisions of this License including without limitation the following conditions of use:

A. Allowed use. Licensee is allowed to use and occupy the License Premises for filming, production office, parking, and storage uses related to the Film. No other use of the License Premises is allowed without the prior written consent of Licensor.

(i) Production of obscene material is expressly understood to be prohibited and not an Allowed use.

(ii) Failure of the Licensee to restrict the use of the License Premises as provided herein shall be deemed a substantial breach of this License and shall constitute grounds for immediate termination by Licensor.

B. Hours of Use. Licensee's use of the License Premises and Grounds is allowed twenty-four (24) hours per day, seven (7) days a week during the Term.

C. Utilities. Use of the Lessor-procured electric power service, natural gas, water service and sewer service is included in this License, but subject to charges. Electrical generators shall not be used except as back-up power sources. Telephone and internet services are the responsibility of the Licensee.

D. Alterations and Repairs. Licensee shall make no alterations to the License Premises without the Lessor's and Licensor's prior written approval. Licensee shall use reasonable efforts to preserve and protect the License Premises and Grounds and any Lessor-owned personal property supplied to Licensee by Licensor. If Licensee, its agents, employees, guests or invitees directly damage or lose any of Lessor's or Licensor's real or personal property, Licensee shall compensate the owner of such property for such damage or loss in the amount of the actual, reasonable fair market value cost of any such repair or replacement. Notwithstanding anything to the contrary in this License, the Licensee shall not be responsible for repairs required due to normal wear and tear of the License Premises and Grounds and the maintenance of floors, walls, windows, ceilings, roof systems, and electrical, plumbing, and heating and air-conditioning systems.

E. Weight Loads. Licensee shall not allow any vehicles or heavy equipment in the licensed stages on the License Premises, without the prior written authorization of Licensor.

F. Security Guards and Fire Protection Personnel. Licensee shall bear the full cost of any security guards and/or fire protection personnel which Licensor or Licensee may reasonably deem necessary for the protection of their respective property and the License Premises.

G. Fires, Firearms, Explosives, and Hazardous Wastes. Licensee shall not conduct any dangerous or illegal activities at the License Premises and Grounds or keep any toxic, hazardous, dangerous or offensive materials, substances or articles in or about the License Premises or Grounds which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by Licensor.

Licensee shall not light fires or discharge firearms, smoke effects, or explosives on or about the License Premises and Grounds without the prior written consent of Licensor, and only after having first obtained all necessary permits from any and all appropriate governmental authorities. Licensee shall in all cases employ a licensed operator to discharge firearms or explosives, and Licensor reserves the right to request proof from Licensee that said employees are licensed and registered to conduct such activities. Licensee shall secure, at the end of each production day, all firearms and explosives brought on the License Premises and Grounds by Licensee.

Licensee hereby specifically indemnifies and agrees to hold Licensor, the Lessor and the Lessor's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Licensee of firearms, fires, smoke effects, noxious gases and explosives at the License Premises and Grounds.

Licensee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the License Premises. Licensee shall not spray or otherwise utilize any toxic or hazardous material inside the License Premises or Grounds without prior written consent from Licensor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Licensee alter in any way, or use for any production purpose, any fire hose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

H. Security. Licensor reserves the right, in its reasonable but sole discretion, to refuse admittance to the License Premises and Grounds to any employee or other person associated with Licensee who behaves in a negligent or dangerous manner that could result in harm to the License Premises and Grounds, other City buildings, or people.

I. Screen Credit. Licensee shall use good faith efforts to include "The City of Santa Fe, New Mexico" and "Garson Studios" in the credits at the end of the Film.

J. Photographic Rights. Licensor hereby acknowledges that neither Licensor, nor any other party has any interest in Licensee's still photography, film or other recording on or of the License Premises, nor any right of action against Licensee or any other party arising out of any use of said photography. Licensor hereby grants to Licensee, its successors, licensees and assigns the irrevocable and perpetual right, worldwide, in any manner and in any and all media to use and exploit the films, photographs, and recordings made of or on the License Premises in connection with the Film in such manner and to such extent as Licensee desires in its sole discretion. Licensee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the License Premises, in perpetuity, throughout the universe. As between Licensor and Licensee, Licensee shall be the sole and exclusive owner,

throughout the universe in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on the License Premises in connection with the Film and including, without limitation, the exclusive right to assign and/or license Licensee's rights without restriction or impairment of any kind.

In the event of a breach of this License by Licensee, Licensor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

K. Confidentiality. Licensor shall not use any name, logo, Film title, trademark or other proprietary mark of Licensee or of its licensees or assigns in any manner. Licensor agrees to not officially publicize, advertise or promote the appearance of the License Premises in the Film, without the prior written consent of Licensee. Licensor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Licensee acknowledges that the owner and lessor of the License Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that City possesses written or electronic information about the Film, that City may be required by law to release that information pursuant to an IPRA information request.

L. Failure. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the Licensor pursuant to Section 7 of this License.

M. Stage Manager. The Licensee shall be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Licensor. The Stage Manager shall comply with all legal, regulatory and contractual requirements for use of the License Premises and Grounds and shall seek and obtain prior written approval by the Lessor and the Licensor for the Licensee to use certain personal property in the production of the Film. The Stage Manager shall regulate Licensees' ingress and egress to the License Premises over the Grounds.

N. Condition of License Premises upon Surrender. Upon expiration or termination of this License, Licensee shall, at its expense, cause the striking and removal of all sets, materials and equipment placed upon the License Premises by Licensee, and shall clean such premises, steam clean office carpet, and remove all residue and articles of rubbish so as to leave the License Premises in substantially the same condition as when Licensee took possession thereof, reasonable wear and tear excepted. In the event Licensee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with Licensor's approval, Licensee shall either restore or compensate Licensor for restoration of that portion of the premises. Further, to the extent deemed necessary by Licensor due to the condition of the premises, the cost of a professional cleaning service will be charged to the Licensee's security deposit, provided that Licensor shall provide Licensee with three (3) days prior written notice via email and an opportunity to clean the License Premises prior to Licensor charging for such cleaning.

Should Licensee use the rigging points in the ceilings of either Stage A or B to build a grid system, once the grid is removed during wrap, Licensee will, at its own expense, test all the rigging points it used to make sure they are safe and in good condition for future use. Licensee is required to provide the Licensor and Stage Manager with written confirmation of the dates on which the rigging points were checked and by whom.

Pursuant to its obligation under the License, Licensee specifically agrees to repaint the stage floors of any stage it uses (Garson Studios Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Licensor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent), is required, in the color, Digital Green – Vara Bond, Acrylic Latex Flat. Fire safety lanes on each stage shall be sectioned off with caution tape. Any caution tape which is torn and damaged during production shall immediately be replaced.

O. Failure to Comply. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a material breach of this License.

No Rights Beyond Lease. Licensor shall in no event extend the rights of the Licensee beyond those held by

Licensor under the terms of Licensor's lease agreement with the Lessor.

4. CHARGES

A. License Fees. Licensee shall pay Licensor the fees specified in **Exhibit G**, attached hereto and made a part hereof (the "**License Fees**"). License Fees do not incorporate New Mexico Gross Receipts Taxes.

B. Additional Charges.

(i) Additional Stages, Equipment Lot Services and Facilities. If at any time during the Term hereof Licensee shall require any stages, lot service, equipment or facilities of the License Premises or Grounds in addition to those expressly referred to in this License, Licensor agrees to furnish the same, subject to the reasonable availability thereof, but Licensee shall have no right to use any additional stages, equipment, lot services or facilities without the payment of additional fees and/or charges thereof. The Licensee shall pay the rates for all stages, lot services, equipment and facilities not expressly referred to in this License and will be charged in accordance with the then-current studio rate schedule. The terms and conditions of this License shall apply to any additional stages, equipment, lot services and facilities furnished by Licensor at Licensee's request.

(ii) Utilities. Utility services including water, gas, and electricity required by Licensee in connection with this License shall be furnished as available and charged to the Licensee as per **Exhibit C-1** (stage and mill power); any water usage that exceeds regular and reasonable use may entail additional fees and requires approval from Licensor; however, neither the Licensor nor the Lessor shall be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Licensor or the Lessor, but excluding the willful or intentional misconduct or gross negligence of Licensor or the Lessor.

(iii) Rate Increases. Any and all labor, material and service rate increases incurred by Licensor for services provided to Licensee during the term of this Agreement shall be paid by Licensee. Licensor shall notify of all rate increases before commencing such services to Licensee.

(iv) Other. All incidentals and additional costs as outlined in **Exhibit G-1.**

Licensor shall have no obligation to allow access to the License Premises or Grounds until and unless Licensee has paid to Licensor all amounts due upon execution of this License and has provided to Licensor the certificates of insurance required below. The License is granted in consideration for the sums specified in **Exhibit G** and payment of applicable additional costs in **Exhibit G-1**.

C. Payee. Licensee shall remit License Fees and Additional Charges on the dates specified in **Exhibit G**, payable to Garson Studios Santa Fe, LLC. Licensee shall remit all License Fees along with applicable New Mexico Gross Receipts Tax to:

Attn: Claudio Ruben, Principal
Garson Studios Santa Fe, LLC
P.O. Box 32173
Santa Fe, NM 87594

5. SECURITY DEPOSIT.

Upon execution of this License, Licensee shall pay to and payable to the Licensor, a security deposit in the amount stated on **Exhibit G** attached hereto, which deposit shall bear no interest. Should Licensee request additional facilities or equipment from the Licensor, the Licensor may require an increase in the amount of the security deposit before such additional facilities or equipment will be provided. Licensor may use from Licensee's security deposit such amounts as are reasonably necessary to remedy Licensee's default in the payment of the License Fee and other charges, or any additional charges, to repair verifiable damages, or to clean the License Premises upon their surrender, restoring them to their condition upon delivery, except (i) reasonable wear and tear and (ii) force majeure events described below, caused by Licensee, its agents, employees or invitees. If used towards unpaid License Fee, rental charges, additional charges or damages, Licensee agrees to reinstate said total security deposit upon receipt of twenty-four (24) hours written notice from the Licensor. The balance of security deposit, if any, will be returned to Licensee upon Licensee's full payment of all monetary amounts due hereunder and within thirty (30) business days of Licensee vacating the License Premises, provided such amounts have been paid; provided, however, that such period may be extended for the period of time necessary to resolve bona fide issues related to the settling of Licensee's account. Licensor will promptly inform Licensee in writing of the nature of such issues, and the security deposit shall be returned promptly following the resolution of such issues, if any.

6. PAYMENTS.

The License Fee shall be paid by Licensee according to the terms in Exhibit G. Licensor will submit invoices to Licensee. These invoices will include without limitation any Additional Charges and New Mexico Gross Receipts Tax, and are due and payable within fifteen (15) days after the date of the invoice. All challenges or protests with regard to the accuracy or legitimacy of any and all charges must be received by Licensor in writing within ten (10) days from the date Licensor gives notice of such charges. All protests and challenges not received within ten (10) day period shall be deemed to be waived, and Licensee shall be deemed to have approved the legitimacy and accuracy of said charges. A late charge of one percent (1%) per month shall accrue on all amounts not paid within the fifteen (15) day period.

7. TERMINATION

A. Termination by Licensor. This license is revocable at will by Licensor, and Licensee agrees in that event to: (a) peaceably and promptly surrender the License Premises on the termination date specified in the written notice, (b) remove all Licensee's personal property from the License Premises and Grounds, and (c) restore the License Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon sixty (60) days written notice to Licensor.

C. Termination or Expiration of Lease. Upon termination or expiration of the underlying lease between the Lessor and Licensor, the Licensee shall attorn to the Lessor as licensor.

D. No Other Refunds. Upon termination of this License by either Party, there shall be no refund of the License Fees or any portions thereof.

8. NO INTEREST CREATED

Licensee acknowledges that no interest or estate of any kind whatsoever in the License Premises and Grounds is conveyed by this License or by occupancy or use of the Licensed Premises and Grounds pursuant to the License. This License shall not be assigned or sub-licensed by Licensee. Notwithstanding the provisions of this Section, Licensee shall have the unrestricted right to assign any or all rights in and to the Film.

9. INSURANCE, INDEMNIFICATION & WAIVER OF SUBROGATION

A. Insurance. Licensee, and each of Licensee's contractors and subcontractors who physically access the License Premises, shall, at their sole cost and expense, procure and continue to maintain in force during the Term of this License the minimum insurance coverage with limits indicated below:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of not less than One Million Dollars and No Cents ($1,000,000.00) per accident or disease; and

(iii) Commercial General Liability Insurance for claims against bodily injury (including death), personal and advertising injury, and property damage (including completed operations and contractual liability), on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) combined single limit and $4,000,000 in the aggregate; and

(iv) "All-risk" property insurance insuring the License Premises and its appurtenant personal property including all equipment owned by the City of Santa Fe and made available to Licensee in the course of Film production, at full replacement costs. City of Santa Fe and Garson Studios Santa Fe, LLC shall be added as a loss payee on the "all-risk" policy.

All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall be endorsed to name Garson Studios Santa Fe, LLC, the City of Santa Fe, the City's agents, employees, volunteers, officers, and elected and appointed officials (collectively the "**City's Releasees**") as additional insureds. Licensee shall provide written documentation of all required insurance coverages upon execution of this License and otherwise within ten (10) days of the City's written request for such documentation. All policies shall provide that Garson Studios Santa Fe, LLC and the City of Santa Fe shall be given no less than thirty (30) days prior written notice of any cancellation except as a result of non-payment, for which not less than ten (10) days prior written notice shall be given.

No self-insurance shall be allowed at any time without the prior written consent of the Licensor, which may be withheld for any or no reason.

B. Indemnification. Licensee agrees to indemnify, defend and hold Licensor, the City of Santa Fe, and the City's Releasees harmless from and against any third-party claim of injury, loss, damage or liability costs or expenses (including without limitation reasonable outside attorneys' fees and court costs) to the extent arising out of Licensee's breach of this License. Circumstances under which the City will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the License Premises, or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Licensee; and

(ii) any negligence or other willful misconduct on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees; and

(iii) any accident, injury or damage directly caused by or attributable to Licensee or its agents, contractors, subcontractors, servants, employees, or invitees to any person or property occurring at the License Premises and Grounds or any part thereof, except to the extent caused by the negligence or willful misconduct of the City, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with; and

(v) Any failure of Licensee to comply with applicable local, state or federal laws.

C. Waiver of Subrogation.

(i) Mutual Waiver. Licensee and Licensor hereby grant to each other a mutual waiver of any right to subrogation which any insurer of one Party may acquire against the other Party by virtue of the payment of any loss under such insurance. Licensee and Licensor agree to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether a Party has received a waiver of subrogation endorsement from the insurer.

(ii) Waiver to City. Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

10. NOTICE

All notices and demands in regards to this License must be given by first-class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Licensor:

P.O. Box 32173
Santa Fe, NM 87594
Attn: Claudio Ruben

To Licensee:Garson Studios Santa Fe, LLC

With a copy to the Lessor:
City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, New Mexico 87504
Attn: City Manager

Either Party may change its notice addresses in this Section upon three (3) days written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

11. NEW MEXICO TORT CLAIMS ACT

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

12. NO REPRESENTATIONS REGARDING TAX CREDITS

The Licensee expressly understands and agrees that Licensor and the Lessor make no warranty, covenant, or any other representation that this License will result in or entitle the Licensee to any tax credit, including but not limited to Film Production Tax Credits.

13. LESSOR AS THIRD-PARTY BENEFICIARY

By entering into this License, the Parties intend to create for the Lessor the right, title, and interest in this License for the benefit of the Lessor. No other person shall claim any right, title, or interest under this License or seek to enforce this License as a third-party beneficiary of this License.

14. LAWS AND REGULATIONS

A. Municipal Code. Licensee's use of the License Premises and Grounds shall at all times be in compliance with the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance.

B. Compliance with Laws. In connection with its use of and activities in and about the License Premises and Grounds and the Lessor property, Licensee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests and invitees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Licensor or Licensee with respect to any part of the Lessor premises used by Licensee hereunder and that arise out of Licensee's particular use of the License Premises and Grounds.

C. Safety. Licensee guarantees that all facilities and equipment furnished by it will conform to, and Licensee agrees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from the License Premises and Grounds by Licensee at Licensee's expense after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. Licensor shall charge to Licensee, and Licensee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Licensee or otherwise not removed from the License Premises by Licensee and any and all fines, assessments, and penalties that may be incurred or imposed upon Licensor, the Lessor, or Licensee as a result of such malfeasance by Licensee.

15. HEADINGS, INTERPRETATION

The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation of this License.

16. ENTIRE AGREEMENT

This License incorporates all the agreements and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements and understandings have been merged into this License. This License expresses the entire agreement and understanding between the parties with respect to said license. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Licensee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this License, the Licensee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

18. FORCE MAJEURE

Failure of Licensor or Lessor to comply with the terms and conditions hereof because of an Act of God, force majeure, labor troubles, war, fire, riot, earthquake, act of public enemies, action of governmental authorities (federal, state or local), unavailability of power, transportation, stages, production facilities or materials, or for any other reason beyond the reasonable control of Licensor or Lessor, shall not be deemed a breach of this License, and neither Licensor nor Lessor shall be liable to Licensee for any consequential damages. Except for the obligations to pay license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Licensee.

19. REPRESENTATION ON AUTHORITY OF SIGNATORY

The signatory for the Licensee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this License. The Licensee represents and warrants that the execution and delivery of the License and the performance of the Licensee's obligations hereunder have been duly authorized and that the License is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

20. ATTACHMENTS

All exhibits are fully incorporated herein and made a part of this License.

21. COUNTERPARTS

This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this _____ day of _____, 20___.

LICENSOR:
GARSON STUDIOS SANTA FE, LLC

_____
CLAUDIO RUBEN, PRINCIPAL

LICENSEE:

_____
AUTHORIZED OFFICER

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Garson Studios Santa Fe, LLC

Procurement Title: Lease Amendment

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

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

Department Requesting Office of Economic Development Staff Name Lee Logston

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: _____

Lee Logston	Asset Development Manager	
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Jul 27, 2022
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 # _____

Contractor: **Garson Studios Santa Fe, LLC**

Description: **Amendment 3 to Lease Agreement Between the City of Santa Fe and Garson Studios Santa Fe, LLC.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease: Lease

Amendment # 3 to the Original Contract / Lease # 19-0341

Increase/(Decrease) Amount $ _____

Extend Termination Date to: August 26, 2024

☑ Approved by Council Date: Pending

Amendment is for: Extend Term

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   #19-0341 Original Lease - Base Rent $60,000 - One year term
   #20-0257 Amendment No. 1 - Extended to November 8, 2020
   #21-0033 Amendment No. 2 - Extended to August 2022

3. Procurement History: _____

Purchasing Officer Review: Jul 27, 2022 Date:

Comment & Exceptions: NO Procurement - Real Estate Lease Project

4. Funding Source: _____ Org / Object: _____

Andy Hopkins Jul 27, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Lee Logston, Asset Dev. Mgr. Phone # 505-955-6914

Email: lrlogston@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

License Number: 232552

GARSON STUDIOS SANTA FE LLC

License Details () | Tab Elements () | Main Menu ()

License Details

License Type:	Business License - Standard	**District:**	Council District 3	**Applied Date:**	04/11/2022
Period Start Date:	04/12/2022				
Status:	Renewed			**Expiration Date:**	04/12/2023

Business | Locations | Fees | Attachments | Contacts | More Info

Business () | Next Tab () | License Details () | Main Menu ()

Business

Company Name:	GARSON STUDIOS SANTA FE LLC	**DBA:**	GARSON STUDIOS SANTA FE LLC	**Open Date:**	
Company Type:	Limited Liability Company	**Status:**	Active	**Closed Date:**	
District:	Council District 3			**Last Audit Date:**	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2022

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
RIO GRANDE INSURANCE SERVICES OF SANTA FE, INC
1231 S. ST. FRANCIS DR, STE A
SANTA FE, NM 87505
www.riograndeins.com

CONTACT NAME: SAM LEVY, AGENT
PHONE (A/C, No, Ext): (505) 984-8216 **FAX (A/C, No):** (505) 984-8238
E-MAIL ADDRESS: sam@riograndeins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: NEW MEXICO MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2346514	12/12/2021	12/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	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	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	0105468	02/19/2022	02/19/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A				PHPK2346514	12/12/2021	12/12/2022		

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

RE: FILM PRODUCTION SPACES AT 1600 ST MICHAELS DR, SANTA FE, NM 87505.
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY, BUT ONLY AS REGARDS THE NEGLIGENCE OF THE NAMED INSURED, BY SCHEDULED ENDORSEMENT CG2935 AND BY AUTOMATIC STATUS ("BLANKET") ENDORSEMENT PI-AS-009 FOR MANAGERS/LESSORS OF PREMISES. CERTIFICATE HOLDER IS LISTED AS LOSS PAYEE AS THEIR INTERESTS MAY APPEAR. THERE IS A WORKERS COMPENSATION AUTOMATIC STATUS ("BLANKET") WAIVER OF SUBROGATION PER ENDORSEMENT WC000313. AUTOMATIC STATUSES MUST BE REQUIRED AS CONDITIONS OF A WRITTEN AGREEMENT.

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

Sam Levy, agent, sam@riograndeins.com

info@garsonstudios.com

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Signature: Andy Hopkins
Andy Hopkins (Aug 17, 2022 11:26 MDT)

Email: ajhopkins@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: *April 13,* 2022

TO:

Finance Committee	August 15, 2022
Quality of Ife Committee	August 17, 2022
Public Works Committee	August 29, 2022
Governing Body	August 31, 2022

FROM: Alexandra Ladd, Office of Affordable Housing Director AGL

RE: Amendment #1 Amended Mortgage Agreement for Tierra Contenta

ACTION REQUESTED

Request approval of Amendment #1 of the Amended Mortgage Agreement for Tierra Contenta which authorizes the City Manager to grant releases of the Mortgage on behalf of the City in order to facilitate land sales for Phase 3 development of Tierra Contenta.

BACKGROUND

The Tierra Contenta Corporation (TCC) was established by the City of Santa Fe as a non-profit development corporation to develop the spine infrastructure for Tierra Contenta and manage land sales to housing developers. The Tierra Contenta Master Plan governs land disposition through the promotion of affordability (40% of all homes), walkability, traditional streetscapes, clustered housing, mixed-use districts, and access to an extensive open space and trails network. Every land sale in Tierra Contenta requires that TCC's mortgage with the City is partially released in order for TCC to meet its obligation to pay back the City and to transfer ownership.

While development in Tierra Contenta has been somewhat dormant for the last several years, upcoming development partnerships will finance the installation of spine infrastructure and open up the remaining land for development. Over 1,300 homes, both rental and homeownership, stand alone and multifamily, will be created, with price restrictions applicable to 40% of them. Additionally, the final phrase will include community services and amenities, include parks and open space, and fortify the area's trail network.

ITEM AND ISSUE

The Amended Mortgage is written in such a way to imply that the Governing Body must approve any releases or partial releases of the Mortgage between the City and Tierra Contenta. Because land sales negotiations are often time-sensitive, staff recommends amending the mortgage so that the City Manager can approve the releases, once staff verifies that the transaction is valid and meets the conditions of the Phase 3 Master Plan.

Signature: *Alexandra Ladd*

Email: agladd@ci.santa-fe.nm.us

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Tierra Contenta Corporation**

Description: **The Master Plan for Tierra Contenta Phase 3 to develop over 1,300 new housing units with at least 40% to be sold or rented with price restrictions to income qualified renters and home buyers.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **4/15/2023** Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **N/A** 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)
Office of Affordable Housing (35%) 2572750.470500
Economic Development Dept (65%) 2122800.470500

3. **Procurement History:** **N/A**

Fran Dalaway (Apr 25, 2022 15:35 MDT)

Purchasing Officer Review: Apr 25, 2022 Date:

Comment & Exceptions: No Procurement -Sale of Property

4. **Funding Source:** **AHTF (35%) & Econ Dev (65%)** **Org / Object:** **2572750.470500 (35%)**

Andy Hopkins

Andy Hopkins (Apr 21, 2022 11:42 MDT)

Budget Officer Approval: Apr 21, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
AMENDED MORTGAGE AGREEMENT
FOR TIERRA CONTENTA
ITEM#13-1080

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE AMENDED MORTGAGE AGREEMENT, dated November 19, 2013 the "Agreement"), between the City of Santa Fe (the "City") and Tierra Contenta Corporation ("TCC"). The date of this Amendment shall be the date when it is executed by the City and TCC, whichever occurs last.

Recitals:

WHEREAS, the Master Plan for Tierra Contenta was recently amended to guide the development of Phase 3A for the planned community; and

WHEREAS, over 1,300 new housing units will be developed in Phase 3, of which at least 40% will be sold or rented with price restrictions to income-qualified renters and homebuyers; and

WHEREAS, these units will be built on several individual tracts of land and upon sale to each housing developer a partial mortgage release is required so that the title can transfer and TCC can pay back the City mortgage; and

WHEREAS, currently the Amended Mortgage Agreement is written in such a way that the mayor has to sign for each partial mortgage release which requires approval by the Governing Body; and

WHEREAS, the City Manager is authorized to sign for most similar agreements under SFCC 1987 26-1.14, pertaining to the Santa Fe Homes Program; and

WHEREAS, the development of Phase 3 is not covered by the Santa Fe Homes Program

(SFHP), but responds to the same policy priority which is to support affordable housing and therefore giving authority to the City Manager to sign the partial mortgage releases in the Amended Mortgage is consistent with the City's current practices under the SFHP Program.

Terms:

In this Amendment, the City and TCC agree that the City Manager is authorized to grant releases of the Mortgage or partial releases of the Mortgage on behalf of the City, subject to the rest of the terms in the Amended Mortgage Agreement.

AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Amended Mortgage Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

Tierra Contenta Corporation, a New Mexico non-profit corporation:

_____
JACK HIATT
BOARD MEMBER

DATE: 6/6/2022

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on_____, by Alan Webber, Mayor of the City of Santa Fe, A Municipal Corporation.

_____

Notary Public

My Commission Expires: _____

ITEM # 13-1080

AMENDED MORTGAGE

WHEREAS, Tierra Contenta Corporation (TCC), a New Mexico non-profit corporation (Borrower) and the City of Santa Fe, a municipal corporation, Santa Fe County, New Mexico, (Lender), entered into a Settlement Agreement on June 26, 2007, to mutually settle a lawsuit filed by the Borrower against the Lender, in United States District Court, District of New Mexico, Cause #06-766 LH/RLP ("Settlement Agreement").

WHEREAS, TCC granted a mortgage to the City, recorded on December 15, 1994, in the real property records of Santa Fe County, New Mexico, in book 1122 at pages 790-814, as document 888,263 (the "Mortgage'), on all of the property described on Exhibit B to the Mortgage.

WHEREAS, in consideration for dismissal, the Lender agreed, in Paragraph 3. F.: "The City agrees to extend the final due date of the Tierra Contenta Corporation Promissory Note and Mortgage from July 2012 to July 2014. The City shall release the Mortgage from the portions of the project to which 30 afy referred to in paragraph 3. A. above is applied. In return, the per acre payments to the City by TCC under the Promissory Note shall be increased by the amount necessary to ensure full payment by TCC to the City of the remaining amount owned on the Promissory Note."

WHEREAS, TCC and the City entered into a Partial Release of Mortgage dated December 18, 2009, filed of record as document #1587593 on January 6, 2010 whereby the City released Phase 2C (49.1312 acres) from the Mortgage so that TCC could sell those acres to Commercial Center at 599. The Mortgage for the developable acres in the amount of $362,255.00 was transferred to the remaining land in TCC per paragraph 3.F. of the Settlement Agreement and Release.

WHEREAS, the Borrower and the Lender now simultaneously amend the Mortgage and Promissory Note to: i) to reflect the terms of the Settlement Agreement; ii) extend the final due date to July 1, 2024 of the Mortgage Promissory Note; and iii) adjust the Mortgage, and the Mortgage Promissory Note to reflect reductions in developable area within the Tierra Contenta Master Plan from that area that the City of Santa Fe sold to TCC as evidenced by actual historical subdivision approvals as opposed to the estimated usable area at the time that the land was sold to Tierra Contenta Corporation.

WHEREAS, the Borrower and Lender agree that the aforementioned Settlement Agreement requires TCC to adjust the release price per acre to account for releases made in Phase 2C of Tierra Contenta and for reductions in the actual developable acres remaining within the Master Plan Area. The attached Schedule A demonstrates that the remaining acreage owned by TCC that is secured by the note and mortgage with the City on this date is 163.00. The remaining balance on this date is $2,512,826.86. The balance should be amended to reflect the reduced amount of acres sold to TCC. That reduction is 37.045 acres at the original price of $10,600 per

acre yields an adjustment (reduction) in the amount of $392,677.00, resulting in the remaining balance on the note and mortgage of $2,120,150 ($2,512,826.86 less $392,677.00). (See Schedule B). Hence, the new amended price per acre should be $13,007.05.

THERFORE, the Borrower and Lender agree:

1. Mortgage: Borrower grants to Lender the real estate described on attached Exhibit B (real Estate) with mortgage covenants. This Mortgage is upon the statutory mortgage condition for the breach of which this Mortgage is subject to foreclosure as provided by law.

2. Obligations Secured: The original Mortgage was given to secure (collectively, the Obligations) (i) the payment of the promissory note in the amount of six million, two hundred eighty seven thousand dollars ($6,287,000), dated the same date as this Mortgage, given by Borrower in favor of Lender, a copy of which promissory note is attached as Exhibit A, and all extensions and renewals of the promissory note, and (ii) the performance of Borrower as provided in this Mortgage. The original Mortgage was in the amount of $6,287,000 for 593.113 developable acres, or $10,600 per developable acre. Out of the original 593.113 developable acre, the Borrower has platted back 39.825 acres to the City for open space. **Further, the Borrower, to date, has paid back to the City $3,773,818 at $10,600 per acre for 356 developable acres released and sold.** Therefore, currently, the remaining balance owed to the Lender from the Borrower on the original Mortgage and Promissory Note is $2,512,826.86. The Borrower received a release from the City for 34.175 acres in 2010 and in accordance with the 2007 Settlement Agreement, paragraph F., which requires a new recalculation of the release price per acre, i.e., a different number than the original $10,600 per acre release price. Currently, the remaining developable acres owned by the Borrower is163.00 acres. Therefore, according to the Settlement Agreement, paragraph 3. F., the new recalculation of the release price is as follows: remaining balance on the Mortgage and the Promissory Note divided by developable acres **($13,007.05 per acre).**

3. Ownership: Borrower guarantees that Borrower owns the Real Estate in fee simple, free from encumbrance and has the right, power and authority to mortgage the Real Estate. Borrower will defend the Real Estate against all claims of all persons at any time claiming the Real Estate, or any interest in the Real Estate, except Lender.

4. Protection: Borrower may transfer, redivide and encumber the Real Estate. Lender may inspect the real Estate at any reasonable time. Borrower will pay when due any taxes and assessments on the Real Estate and the use and operations of the Real Estate. If any items of Real Estate are taken by any governmental authority by

eminent domain, or under threat of eminent domain, the proceeds, after expenses and provision for any taxes on the proceeds, will be paid as a prepayment on the Obligations.

5. Land Transfer: Borrower and/or its assigns agree to transfer to the City a minimum of 351 acres within Tierra Contenta. Approximately 258 acres of this amount is designated on the Tierra Contenta masterplan as parks, open space and major roads.

6. Partial Releases – Subdivision and Development.

   A. Borrower's Intention. Despite any provision to the contrary contained in this Mortgage, Borrower may obtain partial releases of portions of the Real Estate from this Mortgage as provided in this Mortgage.

   B. Costs and Expenses. The costs and expenses of any surveying and subdividing (with or without platting), dedicating roads, easements, and rights-of-way, reserving easements, restricting, developing, bringing and providing utilities, constructing upon, obtaining partial releases from Lender, reselling, and other activities of Borrower with respect to the Real Estate, will be the sole expense of Borrower, and Borrower will defend, indemnify and hold Lender harmless from theses costs, expenses and activities.

   C. Joinder by Lender. Lender will join in the signing, acknowledgement, and delivery of all documentation required to effect any of the foregoing upon request by Borrower, provided that Borrower is not in default as provided in this Mortgage.

   D. Partial Release Price. Borrower may obtain releases from this Mortgage of subdivided or un-subdivided parcels of the Real Estate to be selected by Borrower by payment of thirteen thousand, seven dollars and five cents ($13,007.05) per acre in reduction of the principal balance of the Promissory Note. Borrower may obtain partial releases from this Mortgage of parcels which are fractions of an acre, provided that the principal balance of the Promissory Note is reduced proportionately.

   E. Application of Partial Release Price. The consideration for release of the lots or parcels to be released will be as follows:

      (i) In consideration of the reduction in the Promissory Note, Borrower may obtain the partial release of a parcel of Real Estate at the rate as provided in this Mortgage; and

(ii) All payments made in reduction of the Promissory Note may be used by the Borrower to obtain a partial release of a parcel of Real Estate at the rate as provided in this section. All payments for the partial release of the parcel of the Real Estate will be applied as principal reductions on the remaining unpaid balance of Promissory Note.

(iii) When Borrower wants to obtain the partial release of a parcel of the Real Estate, Borrower will deliver to Lender: (a) a map and a written survey description of that portion of the Real Estate constituting an un-subdivided parcel, which map and description will be certified by a professional land surveyor licensed in the State of New Mexico, and will include a calculation of the number of acres within the parcel, or (b) the legal description of any subdivided lot and, thereupon Lender will make sign, acknowledge, and deliver to Borrower a partial release of the lot or parcel of the Real Estate selected by Borrower to be released.

(iv) In circumstances where the Borrower sells property to another buyer under a multi-year note, the Lender will allow the Borrower to pay off the partial release price over an identical multi-year period, up to the maximum of two years from the date of release, at no interest.

(v) The Lender agrees to subordinate this Mortgage and the Promissory Note to development lenders of the Borrower and the construction lenders of builders who purchase property from the Borrower. The Borrower agrees to render to the Lender an annual accounting and an interim accounting following each sale of the Property in connection with which the City has provided a partial release of the Mortgage, of the proceeds from sales of parcels within the Property, any and all payments made on notes between the Borrower and builders, and the balance owing on the development loan and on the notes between Borrower and builders.

7. Costs: If Borrower fails to perform any of the duties of Borrower as provided in this Mortgage, Lender may do so on behalf of the Borrower. If this Mortgage is placed in the hands of a lawyer for enforcement, Borrower will pay the costs, including the reasonable actual lawyer fees, of Lender incurred in enforcing this Mortgage. Any amounts expended by Lender in performing the duties of Borrower or enforcing this Mortgage will bear interest at four percent (4%) a year and will be payable by Borrower to Lender on demand.

8. Default: Borrower will be in default as provided in this Mortgage and as provided in the Obligations upon the happening of any of the following events:

A. The failure of Borrower to perform within thirty days from the due date of the Obligations required to be performed by Borrower; or

B. The appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings as provided in any bankruptcy or insolvency laws by or against, Borrower; or

C. Any guarantee made by Borrower in this Mortgage is false.

9. Remedies: Upon the default of the Borrower, Lender will give Borrower written notice specifying the default, and Borrower will have thirty days after the date of the receipt by Borrower of the written notice within which to cure the default. If Borrower fails to cure the default within the thirty day period, then, at any subsequent time:

A. This Mortgage may be foreclosed, the Real Estate sold and the proceeds of sale applied to discharge the Obligations. Lender may purchase the Real Estate, or any part of the Real Estate, at the foreclosure sale, and will be entitled to a credit on the purchase price in the amount of the interest of Lender in the proceeds of the sale. The redemption period will be two months.

B. Lender, or a receiver for Borrower appointed by a court, may take possession of the Real Estate, collect the rents and profits of the Real Estate, and apply them to the obligations. The right to the appointment of a receiver will not be dependent upon the insolvency of Borrower or the value of the Real Estate.

10. Enforcement of Obligations: Despite any provision of the Obligations or this Mortgage, the Obligations of Borrower to pay the Obligations and perform or make good the representations, warranties and agreements contained in the Obligations, this Mortgage or in any other document that may now or subsequently be executed and delivered by Borrower to secure payment of the Obligations, will not be enforced by any action or proceeding in which or by which damages or any money judgment (including any deficiency judgment) will be sought against Borrower or any assignee, transferee, or successor in interest of Borrower; provided that Lender will not be prohibited from naming Borrower or the assignee, transferee or successor in interest of Borrower as a party to any action, suit or other proceeding initiated by Lender to enforce the rights of Lender as provided in, or to foreclose any lien granted by, this Mortgage or any other security document, no assets of Borrower or assignee, transferee or successor in interest of Borrower will be subject to levy, executed or other enforcement procedure for the satisfaction of the remedies of Lender.

11. Waiver: No waiver by Lender of any default will operate as a waiver of any other default or of the same default on a future occasion. The taking of this Mortgage will not waive or impair any other security Lender may have or may subsequently acquire for the Obligations, nor will the taking of any additional security waive or impair the rights granted as provided in this Mortgage. Lender may resort to any security Lender may have in the offer Lender may deem proper.

12. Binding Effect: This Mortgage will inure to the benefit of, and bind, Borrower and Lender and then successors and assigns, is specifically enforceable, is construed under the laws of New Mexico, and may be modified only in writing.

13. Term: This Mortgage is now extended from July 2014 as stated in the Settlement Agreement to July 1, 2024, due to adverse market conditions.

DATED: 11/19/13, 2013.

BORROWER:

Tierra Contenta Corporation, a

New Mexico non-profit corporation

By: _____
President

LENDER:

The City of Santa Fe, a municipal

corporation

By: _____
Mayor David Coss

APPROVED AS TO FORM:

_____ for 8/30/13
GENO ZAMORA, CITY ATTORNEY

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK
ccncfg 10-30-13

APPROVED:

11/8/13

MARCOS TAPIA, FINANCE DIRECTOR

STATE OF NEW MEXICO }

COUNTY OF SANTA FE } ss.

The foregoing instrument was acknowledged before me on November 13, 2013, by David Coss, Mayor of City of Santa Fe, a municipal corporation, on behalf of the municipal corporation.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

Commission expires: September 8, 2016

STATE OF NEW MEXICO }

COUNTY OF SANTA FE } ss.

The foregoing instrument was acknowledged before me on November 19, 2013, by Richael Chapman, President of Tierra Contenta, a non-profit corporation, on behalf of the non-profit corporation.

Notary Public

Commission expires:

OFFICIAL SEAL
Margaret L. Vasqu
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10/1/2016

Schedule A

NMSD-TCC Unsold Tracts

03/04/10

NMSD Land	Acres	Allowed* Units	Most Likely** Density	
Tract 21- Residential 6-9 du/acr	5.2	36	36	
Tract 22 - Residential 1-5 du/ac	8.8	35	35	
Tract 23 - Residential 1-5 du/ac	39.5	158	158	
Tract 66 - Neighborhood comm	1.1	0	0	
Tract 70- Residential 10-20 du/	4.5	72	54	
Tract 71- Residential 6-9 du/acr	13.7	96	96	
Tract 72 - Campus	40.5	0	182	**requires Master Plan amendment**
Tract 73 - Residential 1-5 du/ac	43.7	175	175	
Tract 74 - Residential 1-5 du/ac	24.2	97	97	
SUBTOTAL - NMSD	**181.2**	**669**	**833**	
TCC Land				
Tract 55 - Residential 1-5 du/ac	22.8	103	0	
Tract 56 - Residential 1-5 du/ac	5.7	26	0	
Tract 57 - Residential 1-5 du/ac	43.2	194	194	
Tract 58- Residential 6-9 du/acr	14.8	111	100	
Tract 59 - School	8	0	0	
Tract 60- Residential 10-20 du/	7.7	131	92	
Tract 61- Residential 6-9 du/acr	29.3	220	200	
Tract 62 - Residential 1-5 du/ac	23.2	104	104	
Tract 63- Residential 10-20 du/	6	102	72	
Tract 64 - Community	1.3	0	0	
Tract 65 - Park	1	0	0	
Tract 67 - Neighborhood comm	1.6	0	0	not on mortgage
Tract 68- Residential 10-20 du/	6.6	119	80	not on mortgage
Tract 69- Residential 6-9 du/acr	22.4	168	152	not on mortgage
TOTAL - TCC	**193.6**	**1278**	**994**	
Total Master Plan Area	**374.8**	**1947**	**1827**	

* Allowed per Master Plan

** Density based on historical usage

Tierra Contenta Corporation
Tract Sales Data -SCHEDULE B
5/6/2008, updated 6-17-13

Phase	Year	Date	Sales $	Acres	Per Master Plan Acres	Comments
1A	Tract 1A			3.327	3.000	
1A	Tract 1B			1.406	-	
1A	Tract 2A (Tr 2 on plan)			8.454	30.900	
1A	Tract 2B (Tr 2 on plan)			11.407	-	
1A	Tract 2C (Tr 2 on plan)			3.834	-	
1A	Tract 2D (Tr 2 on plan)			8.103	-	
1A	Tract 3 Park			1.167	1.500	
1A	Tract 4			6.507	6.500	
1A	Tract 5 (6 on plan)			6.283	6.000	
1A	Tract 5A			0.438	0.000	
1A	Tract 6 (tr 5 on plan)			3.868	2.700	
1A	Tract 7+ 10 school			8.049	10.000	
1A	Tract 8A + 8B+9A+9B			32.784	33.200	
1A	Tract 10 (tr 12 & 13)			9.904	10.800	
1A	Tract 11 (plan 14, 15, 16)			7.548	8.000	
1A	Tract 12 (plan 17)			6.584	6.200	
1A	Tract 13 (plan 18)			11.487	11.300	
1A	Tract 14 (19 on plan)			4.664	5.300	
1A	**subtotal Ph 1A**			**135.814**	**135.400**	
1B	Tract 15 (tr 30 on plan)	04/30/2001	450,000	11.852	9.200	
1B	Tract 16 (tr 24+ 25 on plan)	12/20/1999	784,800	19.383	30.000	
1B	Tract 16A (part of 24 on plan)	11/30/2001	95,000	2.353	-	
1B	Tract 17 +18 (tr 26 on plan)	04/26/1999	726,170	17.947	16.000	
1B	Tract 19+ 21 (31 &36)	12/15/1998	891,000	14.879	12.000	
1B	Tract 20	12/31/2000	215,000	3.300	3.849	
1B	Tract 22 (37 on plan)	06/12/2000	479,299	13.828	13.000	
1B	Tract 23 (35 on plan)	01/31/2002	337,736	5.412	8.000	
1B	Tract 24 (34 on plan)	11/08/2002	270,000	1.914	1.500	

1B	Tract 25 (tr 32 on plan)	09/09/1999	241,230	5.398	5.700
1B	Tract 26 + 30 (part of 38 on plan)	05/31/2001	590,780	12.762	37.000
1B	Tract 27 (part of 38 on plan)	03/27/2002	405,911	2.332	-
1B	Tract 28 (part of 38 on plan)	02/03/2000	130,000	3.084	-
1B	Tract 29 (part of 38 on plan)			7.329	-
1B	Park Track D (part of tr 24)			0.669	1.300
1B	**subtotal Ph 1B**			**122.442**	**137.549**
2A, U1	Tract 31+ 33 (tr 38 & 39 on plan)	05/31/2002	1,143,870	23.476	19.000
2A, U1	Tract 32 (part of tr 38 on plan)	05/28/2004	325,000	1.868	0.000
2A, U1	Tract 34	03/29/2002	861,000	9.775	18.000
2A, U1	Tract 35 (tr 40 on plan)			2.519	1.000
2A, U1	Tract 36 (half of 44 on Plan)	09/30/2002	471,500	10.397	10.500
2A, U1	Tract 37 (half of 44 on plan)			8.363	10.500
2A, U1	Tract 38 (part of 43 & 44 on plan)	12/21/2004	860,000	5.395	6.000
2A, U1	**subtotal Ph 2A, U1**			**61.793**	**65.000**
2A, U2	Tract 39 (tr 45 on plan)	10/31/2004	260,000	2.050	2.600
2A, U2	Tract 40 (part tr 43 on plan)	06/08/2004	747,650	11.588	24.400
2A, U2	Tract 41 (part tr 43 on plan)	10/01/2003	422,750	6.289	-
2A, U2	Tract 42 (part of tr 44)			0.969	-
2A, U2	Tract 43 +44 (part of 44 & 46)	10/01/2003	413,850	6.362	10.000
2A, U2	Tract 45 + 47 (tr 47 & part of 43)	11/10/2003	636,000	9.999	11.000
2A, U2	Tract 46 (part of 47)	03/01/2004	240,000	3.799	-
2A, U2	Tract 48	12/05/2003	934,000	8.980	5.800
2A, U2	**subtotal Ph 2A, U2**			50.036	53.800
2B	Tract 50 (part of tr 43)	08/30/2005	259,000	3.844	4.000
2B	Tract 51 (part of tr 42)	10/04/2005	380,508	4.479	38.100
2B	Tract 52 (part of tr 42)	05/17/2005	326,500	4.740	-
2B	Tract 53 (part of tr 42)	02/28/2005	461,000	6.329	-
2B	Tract 54 (part tr 41 & 42)	05/17/2005	285,000	4.020	-
2B	Tract 55 (part tr 41 & 42)	05/17/2005		3.799	-
2B	Tract 56 (part tr 41 & 42)	05/17/2005		7.890	-

2B	Tract 57 (part of tr 41)	05/17/2005	442,000	7.225	37.600	
2B	Tract 58 (part of tr 41)	12/31/2005	466,000	7.570	-	
2B	Tract 59 (part of tr 39)			7.428	-	
2B	Tract 60 (part of tr 39)			4.579	-	
2B	Tract 61 (part of tr 39)			2.984	-	
	subtotal Phase 2B			64.887	79.700	
2C	Tract 49			7.300	7.300	
2C	Tracts 51A, 51B, 54A, 54B	12/31/2009		25.832	26.400	
2C	**subtotal Phase 2C**			33.132	33.700	
	Total all phases			468.104	505.149	37.045
	Elisia Property					
	Tr 16 (tr 24-31 on plan)			64.714	67.5	
	Tr16A (tr 24-31 on plan)					
	Tr 17 (tr 24-31 on plan)					
	Tr 18 (tr 24-31 on plan)					
	Tr 19 (tr 24-31 on plan)					
	Tr 20 (tr 24-31 on plan)					
	Tr 21 (tr 24-31 on plan)					
	Tr 15 (tr 24-31 on plan)					
	Total Elisia			64.714	67.5	
	Grand total less Elisia			403.390	437.649	

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Tierra Contenta Corporation**

Description: **Partial Release of Mortgage. Thirteen Thousand seven Dollars and Five Cents ($13,007.05) per acre, or a total of Forty-seven thousand Five Hundred Thirty-one Dollars and 66/100 ($47,531.66) will be paid to the City upon recordation of the closing**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **4/15/2023** Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **N/A** 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)
Office of Afforable Housing (35%) 2572750.470500
Economic Development Dept (65%) 2122800.470500

3. **Procurement History: $13,007.05 per acre will be paid to the City upon recordation of the closing**

Fran Dalaway (Apr 25, 2022 15:34 MDT) — Apr 25, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: No Procurement-

4. **Funding Source: Affordable Housing (35%)& Econ Dev (65%)** **Org / Object: 2572750.470500; 212280**

Andy Hopkins (Apr 21, 2022 11:42 MDT) — Apr 21, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: *April 13,* 2022

TO:

Finance Committee	August 15, 2022
Quality of Ife Committee	August 17, 2022
Public Works Committee	August 29, 2022
Governing Body	August 31, 2022

FROM: Alexandra Ladd, Office of Affordable Housing Director AGL

RE: Partial Release of Tierra Contenta Corporation Mortgage for Tract 53A

ACTION REQUESTED

Request approval of Amendment #1 of the Amended Mortgage Agreement for Tierra Contenta which authorizes the City Manager to grant releases of the Mortgage on behalf of the City in order to facilitate land sales for Phase 3 development of Tierra Contenta.

BACKGROUND

The Tierra Contenta Corporation (TCC) was established by the City of Santa Fe as a non-profit development corporation to develop the spine infrastructure for Tierra Contenta and manage land sales to housing developers. The Tierra Contenta Master Plan governs land disposition through the promotion of affordability (40% of all homes), walkability, traditional streetscapes, clustered housing, mixed-use districts, and access to an extensive open space and trails network. Every land sale in Tierra Contenta requires that TCC's mortgage with the City is partially released in order for TCC to meet its obligation to pay back the City and to transfer ownership.

ITEM AND ISSUE

The Housing Trust intends to purchase Tract 53A from TCC. The tract is approx. 3.65 acres and is zoned for 20 homes, of which at least half will be priced affordably for income-certified homebuyers (earning less than 80% of area median income). In order for the sale to be completed, the City's mortgage with TCC must be partially released as per the attached document. Staff has determined that all conditions of the mortgage release have been met, specifically, a land survey to confirm the exact boundaries and size of the parcel.

Additionally, the transfer of the property requires that TCC pays back the City at a rate of $13,007.05 per acre. This will result in a total payment of $47,531.66, with 2/3 of the payoff deposited into the Economic Development fund and 1/3 deposited into the Affordable Housing Trust Fund (AHTF).

Signature: Alexandra Ladd (Jul 28, 2022 14:58 MDT)

Email: agladd@santafenm.gov

PARTIAL RELEASE OF MORTGAGE

PARTIAL RELEASE OF MORTGAGE (this "Release") by and between Tierra Contenta Corporation, a New Mexico corporation ("TCC"), and the City of Santa Fe, New Mexico, a New Mexico municipal corporation (the "City"), dated as _____.

RECITALS

A. TCC granted a mortgage to the City, pursuant to that certain Mortgage recorded on December 15, 1994 in the real property records of Santa Fe County, New Mexico, in book 1122 at pages 790-814, as document 888,263 (the "mortgage"), on all of the property described on Exhibit B to the Mortgage (such property, the "Premises").

B. Section 6 of the Amended Mortgage, Item #13-1080, dated November 19, 2013, provides for the partial release of the Mortgage on the Premises if certain conditions are met.

C. The required conditions for partial release are met because Borrower has delivered to Lender a map and a written survey description of Tract 53A as depicted on the Plat of Tierra Contenta Subdivision Phase 2C, which map and description have been certified by a professional land surveyor licensed in the State of New Mexico, and include a calculation of the number of acres within the parcel, as specified in Section E(iii) of the Amended Mortgage.

D. Phase 2C of the Premises is depicted on that certain plat of survey entitled "TIERRA CONTENTA SUBDIVISION PHASE 2C" recorded November 3, 2016 in the real property records of Santa Fe County, New Mexico, in book 809, at pages 8-13, (the "Phase 2C Plat").

E. TCC desires to sell to The Santa Fe Community Housing Trust (The Housing Trust), a New Mexico non-profit corporation, and The Santa Fe Community Housing Trust desires to acquire Tracts 53A as depicted on the Plat of Tierra Contenta Subdivision Phase 2C.

F. Tracts 53A, of Tierra Contenta Subdivision, Phase 2C is a part of the Premises and is fully described on Exhibit A attached hereto and comprises 3.6543 acres.

G. A condition for the closing of the sale of Tracts 53A is the partial release of the Mortgage of Tracts 53A (3.6543 acres), which is part of the Premises.

H. The parties mutually desire that the City release the Mortgage as to Tracts 53A. The mortgage amount is equal to the number of acres of land comprising The Santa Fe Community Housing Trust tract that are part of the Premises multiplied by Thirteen Thousand Seven Dollars and Five Cents ($13,007.05), or a total of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66).

I. Thirteen Thousand Seven Dollars and Five Cents ($13,007.05) per acre, or a total of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66) will be paid to the City upon recordation of the closing documents.

AGREEMENTS

NOW, THEREFORE, in consideration and fulfillment of the terms and conditions of the Mortgage and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following terms:

1. **Release of Mortgage**

1.01 **Release.** At closing the Seller will pay an amount of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66) as to Tract 53A described and shown on plat, Exhibit A.

2. **Miscellaneous Provisions**

2.01 **"Effective Date".** As used in the Release, the term "Effective Date" means the date this Release is recorded in the records of Santa Fe County, New Mexico.

2.02 **Filing and Recording.** TCC will cause this Release to be filed, registered or recorded. TCC will pay all filing and recording fees and any fees of the Escrow Agent.

IN WITNESS WHEREOF, this Release has been duly authorized and has been executed and delivered by the parties as of the date first above written.

THE CITY:
The City of Santa Fe
SANTA FE, CITY OF NEW MEXICO

By: _____
Alan M. Webber
Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED FOR FINANCES:

_____
Finance Director

TCC:

TIERRA CONTENTA CORPORATION,
a New Mexico Corporation

By: _____
Jack Hiatt, Board Member

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by Alan M. Webber, the Mayor of THE CITY OF SANTA FE.

_____
Notary Public

My Commission expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 6 day of June 2022 by Jack Hiatt, the Executive Director of TIERRA CONTENTA CORPORATION.

Roberta Catanach
Notary Public

My Commission expires: 7/27/2022

STATE OF NEW MEXICO
NOTARY PUBLIC
ROBERTA CATANACH
COMMISSION #1086009
COMMISSION EXPIRES 07/27/2022

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Arts- Art in Public Places

Procurement Title: Purchase of Public Art / Professional Services Agreement

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

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

Department Requesting Arts and Culture Staff Name Robert Lambert

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	
☐x	☐	Approved Procurement Checklist (by Purchasing)
☐x	☐	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
☐x	☐	Executed Contract, Agreement or Amendment
☐x	☐	Current Business Registration and CRS numbers on contract or agreement
☐x	☐	Summary of Contracts and Agreements form
☐x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Robert Lambert Assistant Director 3/28/2022

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

Fran Dunaway (May 2, 2022 12:14 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
Memorandum

DATE: **April 21, 2022**

TO: **Alan M. Webber, Mayor**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Richard D. Brown, Community Development Director Richard Brown
Pauline Kanako Kamiyama, Arts and Culture Department Director pauline kamiyama (Apr 21, 2022 10:10 MDT)

FROM: **Robert Lambert, Arts and Culture Department Assistant Director** RL (Apr 21, 2022 10:06 MDT)

ITEM AND ISSUE:
For the Approval of Professional Services Agreement for the Purchase of Permanent Public Art for the Display of Artwork on City Property (6600 B. Valentine Way) with New Mexico Arts (State of New Mexico) in the Amount of $50,100.00 (Robert Lambert, Assistant Director, rdlambert@santafenm.gov, 955.6707).

BACKGROUND AND SUMMARY:

The City of Santa Fe Arts and Culture Department is receives public art purchase funds from the State of New Mexico as a result of Bond Revenue Funds for Capital Improvement Projects. Contracts for purchase are administered by New Mexico Arts (State of New Mexico) as the distributor of funds and manager(s) of procurement. These projects contribute to the City's Art in Public Places program that places public art in new construction City properties for the beautification of the community. There is no cost to the City.

PROCUREMENT METHOD:
State Procurement Exemption: ***13-1-98 T (State Agency)*** *- works of art for museums or for display in public buildings or places; which* expires on July 30, 2021.
CONTRACT NUMBER:
The FY23 Munis contract number is 3203285.

FUNDING SOURCE:
3502775/572970 (There is NO cost to the City.)

ACTION REQUESTED:
Arts and Culture Department respectfully requests your review and approval.

CXT#	22011.0	CXT$	$50,100.00	AIPP PC	AB
FUND STREAM	50500--69800--A20E5022--535300--STB20A/39,100.00 50500--69800--A19D5001--535300--D3210/11,000.00				

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
NEW MEXICO ARTS DIVISION
ART IN PUBLIC PLACES PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Cultural Affairs/New Mexico Arts Division (hereafter, "NMAD"), acting through Debra Garcia y Griego, its Cabinet Secretary, City of Santa Fe, hereinafter referred to as "Owner Agency", and **Youthworks, Inc.**, fiscal agent, a New Mexico non-profit corporation, hereinafter referred to as "Fiscal Agent" for Alas de Agua, an unincorporated group of individual artists, hereinafter collectively known as the "Contractor" or "Artists", working cooperatively and collectively to provide the Artwork contracted for through the Art in Public Places (AIPP) program, as set forth below.

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1, et seq., (the "Act"), requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a dedicated fund for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to commission public Artwork to be located at **City of Santa Fe - Southside Teen Center's 6600 B Valentine Way, Santa Fe, NM 87507,** hereinafter referred to as the "Work Site";

WHEREAS, in conformity with NMAD's rules and the Act, the Artwork was selected by the Owner Agency's Local Selection Committee;

THEREFORE, NMAD, the Owner Agency, and the Contractor, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 *Definitions.*

a) "Artwork" means the works of art designed and created by the Contractor and accepted by the Local Selection Committee, described as **Six (6) Untitled acrylic, aerosol, and screen-printing works on large and smaller canvas art panels ranging from 2' x 4' to 4' x 8', and includes any necessary and/or attached Work Base(s); plus two community engagement events;**
b) "Work Base" is a component of the Artwork and means the foundation upon which each work of art is mounted;
c) "Work Site" means the specific area of the Owner Agency's site within, upon, or around the public building with which the Artwork is associated and where it will be permanently attached or installed;
d) "Owner Agency" is the agency having the control and management of the public building with which the Artwork is associated and the agency that received the appropriation for the construction or renovation of the building.

1.1 *General Duties of Contractor, Owner Agency, and NMAD.*

a) The Contractor shall create the Artwork and any Work Base as presented in the final presentation to the Local Selection Committee, and shall only change elements of the presented expression, including design, color, size, material, and texture, upon prior written approval from the Owner Agency, and shall perform all services and furnish all supplies, materials, and equipment necessary for the transportation to the Work Site and secure installation of the Artwork and Work Base at the Work Site except as otherwise agreed to in this Contract;
b) The Contractor represents and warrants that the Artwork will be a unique, original Artwork especially and specifically designed for the Work Site and that the Artist has not and will not duplicate or create derivative works of the Artwork without the prior written permission of the Owner Agency and NMAD.
c) Before creating the Artwork and Work Base, the Contractor, if required by NMAD and the Owner Agency, will deliver to NMAD and Owner Agency structural drawings certified by a New Mexico licensed

professional engineer. The certified drawings will establish the engineering soundness of the Artwork and the proposed installation of the Artwork and Work Base at the Work Site.
d) The Contractor shall pay for the services of a professional fine art conservator to review the Artwork if NMAD determines that a fine art conservator's report is required for any reason or the Artwork has any of the following qualities:

(1) intended as an exterior work;
(2) created with non-archival media;
(3) anticipated to be exposed to adverse environmental conditions; or
(4) composed of materials that may not be durable or materials that pose other maintenance concerns.

The fine art conservator will create and deliver to NMAD and the Owner Agency a report analyzing the durability of the media and the required periodic maintenance. The fine art conservator shall assign in writing all right, title and interest, including, but not limited to, the copyright, in the report, to NMAD.

e) The Contractor shall obtain prior written approval from NMAD and the Owner Agency on the certified and reviewed drawings before the Artwork advances beyond the design and planning stage.

f) The Owner Agency shall perform and be responsible for the following services in a satisfactory and proper manner as determined by NMAD and is responsible and shall pay for the following:

(1) Preparation of the Work Site, allowing the Contractor **necessary access to the Work Site to install the Artwork and Work Base and ensure that all areas are finished and ready to receive the Artwork and Work Base when the Artist is ready to install the Artwork.**

(2) The reasonable access of the Contractor to the Work Site for the execution and installation of the Artwork. The Owner Agency, as agreed upon between those parties, shall, in consultation with the Contractor and NMAD, take reasonable precautions to secure the Work Site and its contents during the installation of the Artwork but shall have no liability to the Contractor for damage to or loss of the Artwork.

1.2 *Modification of Proposal*

a) The Contractor shall present to the Owner Agency and NMAD for their review and prior written approval any proposed changes in the scope, design, color, size, material, texture, estimated budget, or change of project intent of the Artwork that is in the plans and designs presented by the Artist during the Artist's final presentation to the Local Selection Committee.
b) The Artist shall submit Artist's requested changes on NMAD's Modification of Proposal Form 1.1 to the Owner Agency and NMAD. NMAD shall return the approved form or communicate the reasons for non-approval of the change(s) to the Contractor and Owner Agency. The Contractor shall not implement or proceed with any proposed change(s) until the Contractor receives the completed and approved Modification of Proposal Form.

1.3 *Delivery and Installation.*

a) **The Contractor shall install the Artwork and Work Base at the Work Site no later than September 30, 2023.** The Contractor shall notify the Owner Agency, in writing, 30 days in advance, of the date when the Contractor expects to complete the Artwork and Work Base and install it at the Work Site.
b) The Contractor shall ensure that the Artwork and Work Base are installed with appropriate permanent and anti-theft measures and/or devices to protect the Artwork from undue wear and/or damage and/or loss; provided, however that the Contractor shall have no authority to modify the Site in any manner.
c) The Contractor shall provide a project identification plaque for the Artwork, which shall include the following information: the title of the Artwork, Contractor's name, year of completion, and a statement that the Artwork was "Funded through the Art in Public Places Program of the State of New Mexico, Department of Cultural Affairs". The Contractor shall deliver and install the project plaque to the Work Site when installing Artwork.

1.4 *Post-Installation Documentation.*

Within thirty (30) days after the installation of the Artwork, the Contractor shall furnish NMAD and Owner Agency with the following, relating to the Artwork as completed and installed:

(a) a publication-ready JPEG of the Artwork, with a minimum resolution of 300 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
(b) a JPEG of the Artwork in situ at the Work Site;
(c) a complete written description of the Artwork;

(d) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and

(e) a comprehensive list of all materials used in the creation of the Artwork (e.g., paint types, gauge and type of metal, adhesive materials, clay body and firing, etc.).

1.5 *Final Acceptance.*

a) The Contractor shall notify NMAD, in writing, by furnishing NMAD and Owner Agency with the Post-Installation Documentation outlined in Article 1.4, when all services required under this Contract have been completed.

b) The Owner Agency shall notify the Artist and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Final Payment Invoice* form, of its final acceptance of the Artwork and Work Base.

c) The Owner Agency's final acceptance is conditioned upon the Contractor's disclosure of any outstanding or disputed claims against the Contractor arising out of the Artwork, such as claims by subcontractors, suppliers, or foundries, and Contractor's indemnification of NMAD and Owner Agency for such claims or upon the Contractor's certification that to the artist's knowledge no such claims exist.

d) If the Owner Agency determines and notifies the Contractor and NMAD within 10 days of receipt of Contractor's notice in 1.5(a), above, that services for which the Contractor is responsible are incomplete or unsatisfactory, the Contractor shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

1.6 Risk of Loss.

The risk of loss or damage to the Artwork and Work Base shall be borne by the Contractor until title to the Artwork passes to the Owner Agency in accordance with Paragraph 1.7. Until title passes to the Owner Agency, the Contractor shall take such measures as are necessary to protect the Artwork from loss or damage, including maintaining a policy of insurance in an amount of not less than the value of the Artwork and Work Base or the amount of this Agreement, whichever is greater, carrying insurance to cover the risk of damage to the Artwork and Work Base and naming NMAD as the loss payee.

1.7 *Use Rights and Title.*

If, for any reason, this Contract terminates prior to the Artwork's completion and after NMAD completes payment for Phase I, NMAD shall have the right to possess and use the Contractor's sketches, designs, models and other similar things for the Artwork and may complete the Artwork without compensating the Contractor further.

Title to the Artwork shall pass to the Owner Agency after final completion and installation of the Artwork and upon the Owner Agency signing a Notice of Acceptance/Final Payment Invoice form. If the Owner Agency fails, within 30 days of final completion and installation of the Artwork by the Contractor, to execute a *Notice of Acceptance/Final Payment Invoice* form, or to notify NMAD of Artist services that are unsatisfactory, title and ownership of the Artwork will transfer from the Contractor to the Owner Agency.

The Owner Agency shall insure the artwork upon transfer of title.

Article 2. Term.

The Contract shall become effective upon the date of last party signature, below. The Contract shall terminate on **March 31, 2024**, unless amended subject to Article 4 or terminated pursuant to Article 11 herein.

Any and all obligations arising under Article 1, Sections 1.5 and 1.7, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.

3.1 Fixed Fee.

NMAD shall pay the Contractor a fixed fee of **fifty thousand one hundred dollars and 00/cents ($50,100.00)**, from the allocation for the Art in Public Places program and fund which shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, and travel for the Contractor or subcontractors or employees to be furnished by the Contractor under this Contract. NMAD shall pay Contractor for completed phases upon receipt of a Payment Invoice form signed by the Owner Agency Representative and the Contractor. Each installment's payment shall constitute full and final payment for the services and materials required to complete that phase.

a) *Payment Invoice - Phase I:* **twelve thousand five hundred twenty five dollars and 00/cents ($12,525.00)**, upon execution of this professional services contract, for initial planning and design of the Artwork.

b) *Payment Invoice - Phase II*: **twelve thousand five hundred twenty five dollars and 00/cents ($12,525.00))**, upon design finalization and approval. Contractor shall document finalization by submitting

detailed renderings and materials lists to the Owner Agency and NMAD and NMAD shall make payment upon approval by the Owner Agency.

c) *Payment Invoice - Phase III*: **twelve thousand five hundred twenty five dollars and 00/cents ($12,525.00),** upon material fabrication and approval. Contractor shall document finalization by submitting photos to the Owner Agency and NMAD and NMAD shall make payment upon approval by the Owner Agency.

d) *Final Payment Invoice*: **twelve thousand five hundred twenty five dollars and 00/cents ($12,525.00),** including any applicable gross receipts tax, for final completion and installation of the Artwork at the Owner Agency's Work Site. Contractor shall submit the *Final Payment Invoice* form to NMAD. The form must be filled out and *signed by the Fiscal Agent, Contractor, Owner Agency Signatory, and NMAD's Project Coordinator* to confirm completion and acceptance, installation, and receipt of maintenance instructions and Project Plaque.

3.2 *Taxes.*

The Artist shall pay any and all applicable state or federal taxes, including payment of gross receipts tax, arising or resulting from the performance of services under this Contract.

Article 4. Extension of Time.

NMAD may, in NMAD's discretion, grant a reasonable extension of time to the Contractor in the event that there is a reasonable delay on the part of the Owner Agency in performing either of their obligations under this Contract, or if conditions beyond the Contractor's control or Acts of God render timely performance of the Contractor's services impossible. Any party claiming an instance of conditions beyond that party's control or due to an act of God, shall provide notice of such to the other parties as soon as possible.

All requests by the Contractor or the Owner Agency for time extensions shall be made in writing to NMAD at least ninety (90) days prior to the end of the term described in Article 2. NMAD will review all written requests and notify the Owner Agency and the Artist of its decision within ten (10) days of receipt of the written request. An extension to the termination date in this Contract requires a signed, written contract amendment.

Contractor shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Artist is scheduled to install the Artwork. Contractor shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork and Work Base prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork and Work Base. In the event of such delay, the parties shall extend the contract term co-extensive with the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.

5.1 *Warranties of Title.*

The Contractor represents and warrants that the Artwork will be: (a) solely the result of the artistic effort of the Contractor; (b) unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency, (c) not a duplicate and not accepted for sale elsewhere unless disclosed and approved in advance by NMAD in writing; (d) not infringing upon any copyright or any other claim of ownership or rights by any third party; and (e) free and clear of any liens or claims from any source of any type whatsoever.

5.2 *Warranties of Quality and Condition.*

The Contractor represents and warrants that (a) the Contractor will execute and fabricate the Artwork and Work Base in a professional manner; (b) the Artwork and Work Base, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the Artwork and Work Base; and (c) reasonable maintenance of the Artwork will not substantially exceed those described in the maintenance recommendations submitted by the Contractor as per Section 1.4(d) of this Contract.

The Owner Agency shall give written notice to NMAD and the Contractor of any breach of the Contractor's warranty within one hundred twenty (120) days of the breach during that period. The Contractor shall, at the request of the NMAD, and at no cost to the Owner Agency or NMAD, cure reasonably and promptly any identified defect of the Artwork and/or Work Base, which is repairable by the Contractor or a professional fine art conservator hired by the Contractor. The Contractor or a professional fine art conservator shall make such repairs consistent with accepted practices of professional conservation (including, by way of example and not limitation, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork and/or Work Base).

Article 6. Insurance.

a) Until such time that title to the Artwork passes to the Owner Agency, the Contractor shall maintain insurance coverage for claims and losses for both personal injury and property damage arising from performance under this Contract.

b) Auto insurance. Contractor shall hold automobile insurance coverage with at least the minimum amount of the New Mexico State levels of coverage, twenty thousand dollars ($20,000.00) for bodily injury or death of one person, fifty thousand ($50,000) per accident for bodily injury to or death of two or more people, and ten thousand dollars ($10,000) per accident for property damage.
c) Workers' compensation. Contractor shall obtain worker's compensation insurance as required by law.

Article 7. Reproduction Rights.

7.1 *General.*

The Contractor retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and except as such rights are otherwise limited by this Contract. The Contractor grants to NMAD, the Owner Agency, and its successors a fully paid, perpetual and irrevocable license to make and use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications.

7.2 *Credit.*

All reproductions by NMAD or the Owner Agency shall credit the Contractor and include a copyright notice substantially in the following form: "©[Contractor's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs".

7.3 Reproduction Credit.

The Contractor shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Contractor a credit to NMAD in the following form: "Collection of the New Mexico Art in Public Places Program."

Article 8. Rights.

8.1 *General.*

In all matters pertaining to the Artwork and its maintenance the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply; provided, however that the parties stipulate and agree that any and all damages due to destruction of the Artwork or other damages under either the Public Building Act and/or the Visual Artists' Rights Act and the Copyright Act, including by way of example and not limitation, statutory damages, costs of litigation and attorney's fees, shall be strictly limited to the amount paid to the Contractor in this Agreement. The Parties further stipulate and agree that in the event the Owner Agency determines the Work Site is needed for other purposes, or if the Owner Agency desires to move the Artwork, or loan, or part of a temporary or other exhibit, the Owner Agency can relocate the Artwork to a new location selected in the discretion of the Owner Agency or loan it to a third-party using forms approved by NMAD. If at any time the Owner Agency makes a determination to remove or destroy the Artwork, the Parties stipulate and agree to the follow the deaccession policy of NMAD as to the Artwork. Pursuant to said deaccession policy, the Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred twenty (120) days' notice prior to any action taking place.

8.2 *Maintenance.*

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected in accordance with the maintenance schedule, instructions, and the requirements of this Contract.

8.3. *Repairs and Restoration.*

a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if repairs and restorations to the Artwork and/or Work Base will be made. To the extent practicable, the Contractor, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.
b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Contractor's services for repairs or restoration, if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.
c) NMAD may de-accession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the Artwork be temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5)

public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

8.4 Waiving Rights due to Deaccession

In the event the Owner Agency has requested a deaccession of the Artwork due to an existing condition as outlined in Article 8.3.C. NMAD shall attempt to notify the Contractor in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy or develop the Work Site, the Contractor hereby agrees to waive all rights pursuant to these Acts relative to site alteration, the Owner Agency and NMAD retain the right to determine whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

Article 9. Independent Contractor.

The Contractor, and his/her agents and employees, are independent contractors performing services for the NMAD and are not employees of NMAD. The Contractor, the Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

Article 10. Subcontracting.

The Contractor may subcontract portions of the services to be provided hereunder, e.g., framing and installation, at the Contractor's expense provided that said subcontracting shall not affect the design, appearance, intent or visual quality of the Artwork as approved by the Local Selection Committee and provided that such services shall be carried out under the personal supervision and expense of the Contractor; provided, however that the Contractor shall subcontract the design and creation of the Artwork, unless, as in the instance of using a foundry to fabricate a metal sculpture, such assistance in the creative process is required to create the Artwork.

Article 11. Termination.

a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties e, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and provided that the defaulting party or parties shall have thirty (30) days from the receipt of notice to cure such default or commence actions to cure the default in the thirty (30) days.

b) If the Owner Agency or NMAD terminate this Contract for non-compliance on the part of the Contractor, the Contractor will be ineligible to apply for new Art in Public Places funding for a period of three (3) years or more from the date the Contractor's receipt of the notice of termination.

c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Section 1.1(d) of this Contract.

Article 12. Contract Administrator.

NMAD shall administer this Contract, including issuing payments to the Contractor, except as otherwise agreed to in this contract.

Article 13. Non-Discrimination.

In performing the services designated in this Contract, the Contractor shall not discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Contractor shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 14. Indemnification.

The Contractor shall defend, indemnify and hold harmless NMAD, the Owner Agency, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, injuries, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of or in connection with the performance of this Contract, 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 Contract. 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 Contract 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 NMAD and the Risk Management Division of the New Mexico General Services Department by certified mail.

Article 15. ADA Compliance.

In performing any services required hereunder, the Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Contractor's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Contractor, or Contractor's agents' or employees' acts or omissions in violation of the ADA.

Article 16. Compliance.

The Contractor shall comply with federal, state and city statutes, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract.

Article 17. Entire Agreement.

This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 18. Modification.

No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the *Owner Agency* and NMAD.

Article 19. Waiver.

No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 20. Governing Law.

This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Artist 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.

Article 21. Heirs and Assigns.

This Contract shall be binding upon and shall inure to the benefit of the *Owner Agency* and the Contractor and their respective heirs, personal representatives, successors and permitted assigns.

Article 22. Written Notices.

a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.

b) For purposes of giving formal, written notice and/or to contact the Owner Agency or Representative, Contractor, or NMAD, the following addresses apply:

OWNER/AGENCY	FISCAL AGENT	CONTRACTOR	NMAD
Jarel Lapan Hill City Manager City of Santa Fe PO Box 909 Santa Fe, NM 87504 505.955.6534 jlapanhill@santafenm.gov	Melynn Schuyler Executive Director Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505 505-989-1855 Melynn@santafeyouthworks.org	Israel F. Haros Lopez – Co-Founder, Executive Director Alas de Agua 1520 Center Drive Santa Fe, NM 87507 505-470 3747 waterhummingbirdhouse@gmail.com	Anna Blyth Public Art Project Coordinator New Mexico Arts Bataan Memorial Bldg. 407 Galisteo, Suite 270 Santa Fe, NM 87501-2641 505-827-6490 505-827-6043/fax anna.blyth@state.nm.us

c) Until NMAD receives the *Final Payment Invoice- NOA* form with the Owner Agency signature, the Contractor and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.

After the final payment in this Contract has been made, the Contractor and Owner Agency will notify NMAD of any change in their respective addresses and NMAD will notify the other parties with any change of address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Contractor's and Owner Agency's rights, respectively, that are described in this Contract, except for the Contractor's copyright and reproduction rights.

Article 23. Conflict of Interest.

The Contractor warrants 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 of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18, regarding contracting with a public officer or state employee, have been followed.

Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1984, as amended through 2011), imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 25. Fiscal Agent

Fiscal Agent understands and agrees that acceptance of this professional services contract creates a legal duty on the part of the Fiscal Agent to use State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions applicable to the Contractor and to the Fiscal Agent as outlined below.

a) Board Authorization
Fiscal Agent has or will prior to receiving any funds pursuant to this Contract, authorized the signing of this Contract and the acceptance and performance of its role and duties as Fiscal Agent for Contractor.

b) Signatory
Fiscal Agent shall designate a signatory to the Contract and any Amendments.

c) Fiscal Agent Fee
Fiscal Agent may charge an amount of no more than 5% of the Contract amount for serving in this capacity.

d) Assurance
Fiscal Agent shall ensure that Contractor complies with and fulfills the terms of the Professional Services Contract.

e) Checks
Fiscal Agent agrees to receive checks from New Mexico Arts on behalf of Contractor, to deposit those checks in a restricted fund or separate bank account, and to promptly redistribute those funds to Contractor.

Article 26. Contractor Role and Responsibilities.

Contractor understands and agrees that acceptance of this professional services contract creates a legal duty on the part of the Contractor to use the State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions.

a) Professional Services.
Contractor shall complete, according to the terms of this Contract, the services outlined in the contract.

Article 27. Records and Audits.

The Contractor shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of NMAD and the Owner Agency to recover excessive and/or illegal payments.

Article 28. Assignment.

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

Article 29. Required Signatures.

This Contract is only binding if properly executed below by all parties. Each party signatory below represents that he or she has the authority to bind the entity for which he or she signs. The Contractor covenants that it shall secure a written Acknowledgment of and Contractual Commitment to be bound by the terms of this Agreement as part of the Contractor and as an Artist, from any artist who participates in the creation of the Artwork and/or Work Base. Contractor shall provide copies of such written instruments to both NMAD and the Owner Agency.

Article 30. New Mexico Tort Claims Act

Any liability incurred by the Owner Agency, NMAD and/or the State of New Mexico, 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 Owner Agency, NMAD and the State, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

_____ Date _____
Debra Garcia y Griego, Cabinet Secretary, Department of Cultural Affairs

_____ Date _____
Michelle Laflamme-Childs, Executive Director, New Mexico Arts Division

Approved as to budgetary sufficiency:

_____ Date _____
Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs

Approved as to form:

_____ Date _____
Peter Ives, General Counsel Dept. of Cultural Affairs

OWNER AGENCY:

_____ Date _____
Alan M. Webber, Mayor, City of Santa Fe

Attest:

_____ Date: _____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Dec 2, 2021 09:03 MST)
_____ Date: Dec 2, 2021
Senior Assistant City Attorney

Approved for Finances:

Alexis Lotaro
_____ Date: June 6, 2022
Mary McCoy, Finance Director

FISCAL AGENT:

Mclynn, Schuyler, Executive Director, Youthworks Inc.

Date December 8, 2021

CONTRACTOR:

Israel F. Haros Lopez – Co-Founder, Executive Director, Alas de Agua

Date December 20, 2024

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203285**

Contractor: **State of New Mexico (New Mexico Arts)**

Description: **Professional services agreement for the purchase of public art for the Southside Teen Center.**

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

Term Start Date: **04/01/2022** Term End Date: **03/31/2024**

[ ] 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)

As a function of Bond Revenue Funds for Capital Improvement Projects, funds become available through the State of New Mexico for the purchase of public art for the beautification of these construction project for the beautification of the projects for the community. There is NO cost to the City.

3. **Procurement History:** _____

Fran Dunaway (May 2, 2022 12:14 MDT) May 2, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt F. 16. Arts in Public places COSF Procurement Manual

4. **Funding Source:** **There is no cost to the City.** **Org / Object:** **3502775/572970**

Andy Hopkins (Apr 21, 2022 14:12 MDT) Apr 21, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Robert Lambert** Phone # **6707**

Email: **rdlambert@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: 

Email: pkkamiyama@ci.santa-fe.nm.us

Signature: Richard Brown

Email: rdbrown@ci.santa-fe.nm.us

Signature:

Email: xivigil@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Department of Cultural Affairs

Procurement Title: Airport purchase: Hector Manuel Ortega DBA Ortega Sculpture

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

(RFP) Department Requesting Arts and Culture Staff Name Pauline Kanako Kamiyama

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	
☒ x	☐	Approved Procurement Checklist (by Purchasing)
☒ x	☐	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
☒ x	☐	Executed Contract, Agreement or Amendment
☒ x	☐	Current Business Registration and CRS numbers on contract or agreement
☒ x	☐	Summary of Contracts and Agreements form
☒ x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Pauline Kanako Kamiyama — Director — 6/21/22

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

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 17:05 MDT)

Contracts Supervisor — Jun 22, 2022

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico
Memorandum

DATE: June 21, 2022

TO: Governing Body

VIA: Alexis Lotero, Interim Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Director
Pauline Kanako Kamiyama, Arts and Culture Department Director

FROM: Robert Lambert, Arts and Culture Department Assistant Director

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ITEM AND ISSUE:
For the Approval of New Mexico State Purchase Contract for the Purchase of Public Art for Display of Artwork on City Property (Santa Fe Municipal Airport) with New Mexico Arts (State of New Mexico) in the Amount of $37,000 (Robert Lambert, Assistant Director, rdlambert@santafenm.gov, 955.6707).

BACKGROUND AND SUMMARY:
As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts. There is no cost to the City..

PROCUREMENT METHOD:
State Procurement Exemption: ***13-1-98 T (State Agency)*** - *works of art for museums or for display in public buildings or places*

CONTRACT NUMBER:
The FY23 Munis contract number is 3202810.

FUNDING SOURCE:
3502775/572979

ACTION REQUESTED:
Arts and Culture Department respectfully requests your review and approval.

CXT#	23003.0	CXT$	$37,000	AIPP PC	MD
FUND STREAM	50500—69800—A19D5001—548700—D3207/$37,000 (GF 2019)				
VENDOR ID:	0000150128				

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
NEW MEXICO ARTS DIVISION
ART IN PUBLIC PLACES PURCHASE CONTRACT

THIS AGREEMENT is made and entered into by and between New Mexico Arts (NMAD), a division of the New Mexico Department of Cultural Affairs (NMDCA), a political subdivision of the State of New Mexico (State); **City of Santa Fe**, hereinafter referred to as "Owner Agency"; and **Hector Manuel Ortega DBA Ortega Sculpture** hereinafter referred to as "Artist".

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1 (1986), (the "Act") requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a fund dedicated for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to acquire a work of art to be located at **Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, NM 87507**; and

WHEREAS, in conformity with NMAD's rules and the Act, the Owner Agency's Local Selection Committee selected a work by the Artist to purchase.

THEREFORE, NMAD, the Owner Agency, and the Artist, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 *Definitions.*

a) "Artwork" means the work of art designed and created by the Artist and selected by the Local Selection Committee for placement of **one (1) 15.5' x 5.5' x 4.5' fabricated Corten steel abstract sculpture entitled, "Blind Faith"** and includes any attached Work Base(s);

b) "Work Base" is a component of the Artwork and means the foundation or pedestal and Plexiglas cover upon which the Artwork is mounted for displaying 3D Artwork, or frame and Plexiglas protective covering, and device/devices for hanging 2D Artwork, as required according to attached *Framing, Installation, and Plaque Guidelines*;

c) ″Work Site″ means the specific area site within, upon, or around the public building in which the Artwork is to be permanently displayed, attached or installed, in this case the **Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, NM 87507**;

d) "Owner Agency" is the agency that received the appropriation for the construction or renovation of the building that included funds designated for public art under the Act.

1.1 *General Duties of Artist, Gallery, Owner Agency, and NMAD.*

a) The ***Artist*** shall perform all services and furnish all supplies, material and equipment as necessary for the creation of the Artwork and the transportation of the Artwork and Work Base, to the Work Site and the secure installation of the Artwork and Work Base at the Work Site, except as otherwise agreed to in this Contract.

b) The ***Artist*** represents and warrants that the Artwork is solely the result of the artistic effort of and was authored by the Artist and is unique and original. If the Artwork is one in an edition (not exceeding a total of fifty (50) copies, including variations of size, color, shape, or any distinguishing elements of the Artwork) of prints, photographs, castings or fabrications, or has been previously reproduced and accepted for sale elsewhere, the Artist will notify NMAD and the Owner Agency of this and disclose the edition number of the piece within the edition in writing to NMAD and the Owner Agency as an addendum attached to this agreement before it is executed. The Artist further represents, covenants, and warrants that the Artist owns the copyright in the Artwork and that the Artwork does not infringe upon any copyright and is free and clear of any liens or claims from any source whatsoever.

c) The ***Artist*** shall pay for the services of a professional fine art conservator if NMAD deems such an expense is required and if the Artwork is: 1) an exterior work; 2) created with non-archival media; 3) exposed to adverse environmental conditions; or 4) comprised of media that may not be durable or has other maintenance concerns. The fine art conservator will determine the durability of the media and the required periodic maintenance. NMAD may terminate the agreement based upon the results of the conservator's report in accordance with Article 10, Termination.

d) The Owner Agency shall perform the following services in a satisfactory and proper manner as determined by NMAD, and is responsible and shall pay for the following:

1. Prepare the Work Site by ensuring safe and reasonable access for the Artist, so that the Artist can install the Artwork;
2. In consultation with NMAD, take reasonable precautions to secure the Work Site, if necessary, for and during the installation of the Artwork.

1.2 *Delivery and Installation.*

a) The ***Artist*** shall deliver and securely install the completed Artwork and Work Base at the Work Site no later than **December 31, 2023.**

b) The ***Artist*** will be responsible for framing and installation of Artwork unless otherwise noted in this Contract. The Artist shall ensure that the Artwork is installed with appropriate anti-theft measures and/or devices to protect the Artwork, as approved in advance by Owner Agency, whose approval shall not unreasonably be withheld.

c) The Artist shall provide and install a project identification plaque for the Artwork, as described in the attached and incorporated *Framing, Installation, and Plaque Guidelines.*

1.3 *Post-Installation Documentation.*

Within thirty (30) days after the delivery and installation of the Artwork, the Artist shall furnish NMAD and Owner Agency with the following relating to the Artwork as completed:

(1) a publication-ready JPEG of the Artwork with a minimum resolution of 350 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
(2) a JPEG of the Artwork *in situ* at the Work Site;
(3) a complete written description of the Artwork;
(4) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
(5) a comprehensive list of all media used in the creation of the Artwork (ex: type of paint, gauge and type of metal, adhesive materials, clay body and firing, acrylic, oil, etc).

1.4 *Final Acceptance.*

a) The Artist shall advise NMAD, in writing, by furnishing NMAD and Owner Agency the Post-Installation Documentation outlined in Article 1.3, when all the Artwork has been delivered, installed, and accepted, and Artist services required under this Contract have been completed.

b) The Owner Agency shall notify the Artist and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Notice of Acceptance/Final Payment Invoice (NOA/FPI)* form, of its final acceptance of the Artwork.

c) If the Owner Agency determines and notifies NMAD within ten (10) days of installation by the Artist that the Artist's services are incomplete or unsatisfactory, the Artist shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

1.5 *Risk of Loss.*

The risk of loss or damage to the Artwork shall be borne by the Artist until acceptance by the Owner Agency, as indicated by the NMAD-signed *(NOA/FPI)* form. The Artist shall obtain and maintain a policy of insurance in an amount of not less than the purchase price of the Artwork to cover risk of damage or loss to the Artwork until final acceptance by the Owner Agency as required in Article 6 of this Agreement.

1.6 *Title.*

Title to the Artwork shall pass to the Owner Agency after installation and upon receipt by NMAD of the *(NOA/FPI)* form signed by the Owner Agency. If the Owner Agency fails, within thirty (30) days of installation of the Artwork by the Artist, to return to NMAD an executed *(NOA/FPI)* form, or to notify NMAD of Artist services that are unsatisfactory, title and ownership of the Artwork will automatically transfer to the Owner Agency.

a) The Owner Agency shall put in place insurance against loss or damage to the Artwork in an amount of not less than the purchase price of the Artwork upon transfer of ownership from Artist to the Owner Agency.

b) Title to the Artwork shall be owned by the Owner Agency, subject to applicable inventory requirements set forth by the State of New Mexico.

Article 2. Term.
The Contract shall terminate on **March 31, 2024,** unless terminated pursuant to Article 10 herein.
Any and all obligations arising under Article 1, Sections 1.4, 1.6, 1.6a, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.
3.1 Fixed Fee.
NMAD shall pay the Artist a fixed fee of **thirty-seven thousand dollars and 00/100 cents ($37,000.00)** including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Payment to the Artist shall be deducted from the allocation for the Art in Public Places program and shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Artist or the Artist's subcontractors or employees to be furnished by the Artist under this Contract. NMAD shall pay Artist a single payment of the amount described in this paragraph upon receipt by NMAD after delivery and installation of the selected Artwork, the Project Plaque and any attached Work Base to Work Site and receipt of the *Post-Installation Documentation* by the Artist and the –*NOA/FPI* form *signed by the Owner Agency,* and *NMAD*. Prior to issuance of payment, an NMAD Coordinator may visit the Work Site to confirm the Artist's compliance with the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

Article 4. Extension of Time.
NMAD shall grant a reasonable extension of time to the Artist in the event that there is a reasonable delay on the part of the Owner Agency in performing its obligations under this Contract, or if conditions beyond the Artist's control or other Acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond a party's reasonable control will not be considered a breach of Contract provided that such obligations shall be suspended, with prior notice to and approval by NMAD, only for the duration of such conditions.
All requests by the Artist or the Owner Agency for time extensions shall be made in writing to NMAD at least eighty (80) days prior to the end of term described in Article 2. NMAD will review all written requests and notify the Owner Agency and the Artist of its decision within ten (10) days of receipt of the written request.
Artist shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Artist is scheduled to install the Artwork. Artist shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork. In the event of such delay, the parties shall extend the contract term in the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.
5.1 *Warranties of Title.*
The Artist represents and warrants that the Artwork: (a) is solely the result of the artistic effort of the Artist; (b) is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency; (c) is not a duplicate thereof and has not been accepted for sale elsewhere; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever. The parties acknowledge and agree that these Warranties of Title shall not terminate and shall survive the termination of this Contract.

5.2 Warranties of Quality and Condition.
The Artist represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities that will cause or accelerate deterioration of the Artwork; and (b) reasonable maintenance of the Artwork will not require procedures in excess of those described in the Artist's maintenance recommendations.
The warranties described in this Article 5.2 shall survive for five (5) years after the final acceptance of the Artwork, with periodic maintenance by the Owner Agency of the Artwork according to instructions provided by the Artist. The Owner Agency shall give written notice to NMAD of any breach of the Artist's warranty within one hundred twenty (120) days of the breach during the five-year period after final acceptance of the Artwork. The Artist shall, at the request of NMAD and the Owner Agency, and at no cost to the Owner or NMAD, cure reasonably and promptly any identified defect of the Artwork which is repairable by the Artist or a professional fine art conservator hired by the Artist. The Artist or a professional fine art conservator shall make such repairs consistent with accepted practices of professional fine art conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork).

Article 6. Insurance.
Until such time that NMAD pays the Artist for the Artwork and title to the Work of Art passes to the Owner Agency, Artist shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Owner Agency and NMAD as additional insureds:

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 and the New Mexico Department of Cultural Affairs, including the New Mexico Arts Division, and their officials, officers, employees, and agents as additional insureds.

b) Artist shall provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Artist. 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.

Article 7. Reproduction Rights.
7.1 General.
The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and any rights as may be limited by or granted in this Contract. The Artist grants to NMAD and the Owner Agency and their successors a perpetual, fully paid, without geographic limitation, and non-revocable, nonexclusive license to use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, books about the AIPP program, in whole or in part, and catalogues or other similar publications.

7.2 *Artist Credit.*
All reproductions by NMAD or the Owner Agency shall credit the Artist and include a copyright notice substantially in the following form: "©[Artist's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs."

7.3 Artist Reproduction Credit.
The Artist shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Artist a credit to NMAD in the following form: "Artwork Funded by the Art in Public Places Program, New Mexico Arts Division, Department of Cultural Affairs."

Article 8. Artist's Rights.
8.1 *General.*
In all matters pertaining to the Artwork and its maintenance, including but not limited to the Articles in this Contract and the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply as limited in this Contract.

8.2 *Maintenance.*
The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected, in accordance with the Artist's maintenance schedule, instructions, and the requirements of this Contract.

8.3. *Repairs and Restoration.*
a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if to repair or restore the Artwork. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.
b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Artist's services for repairs or restoration if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.
c) NMAD may deaccession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the artwork be temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5) public protest has continued unabated over a period of five years and a public hearing has not led to a solution.
d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art

conservation.

e). The Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred eighty (180) days prior to action taking place.

8.4 Waver of Rights due to Deaccession

In the future, and in the event the Owner Agency determines to deaccession the Artwork for any reason, including but not limited to an existing condition as outlined in Article 8.3.C., NMAD shall attempt to notify the Artist in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy, modify, or develop the Work Site in such a way as to impact the Artwork, the Artist hereby agrees to waive all rights pursuant to the Copyright Act, including but not limited to the Artist's rights under the Visual Artist Rights Act, the Owner Agency, in consultation with NMAD, retain the right to determine, in their sole and absolute discretion without right of appeal, whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

Article 9. Artist as Independent Contractor.

The Artist, and his/her agents and employees, are independent contractors performing services for NMAD and are not employees of NMAD. The Artist, his/her agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

Article 10. Termination.

a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and that the defaulting party or parties shall have thirty (30) days from their receipt of the notice of default to cure such default or commence actions to cure the default with in the thirty (30) day period when cure of the default is not possible within the thirty (30) days.

b) If the Owner Agency or NMAD terminate this Contract for the Artist's violation, the Artist shall be ineligible to apply for Art in Public Places selection for a period of three (3) years or more from the date of the Artist's receipt of the notice of termination.

c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Subsection 1.1(c) of this Contract.

Article 11. Contract Administrator.

NMAD shall administer this Contract, including issuing payments to the Artist, except as otherwise agreed to in this contract.

Article 12. Non-Discrimination.

In carrying out the performance of the services designated, neither the Artist nor the Owner Agency shall discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Artist shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 13. ADA Compliance.

In performing any services required hereunder, the Artist shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Artist's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Artist's, or Artist's agents' or employees' acts or omissions in violation of the ADA.

Article 14. Compliance.

The Artist shall comply with federal, state and city statutes, ordinances and regulations that are applicable to the performance of the Artist's services under this Contract.

Article 15. Entire Agreement.

This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements, and understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Article 16. Modification.

No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed

by all parties hereto and approved by appropriate action of the Owner Agency and NMAD.

Article 17. Waiver.
No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 18. Governing Law and Venue.
This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Artist 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.

Article 19. Indemnification.
The Artist shall defend, indemnify and hold harmless the Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, 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 Contract, caused by the negligent act or failure to act of the Artist, his officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Artist resulting in injury or damage to persons or property during the time when the Artist or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Artist or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Artist, the Artist shall, as soon as practicable but no later than two (2) days after Artist receives notice thereof, notify the legal counsel of the Owner Agency and the New Mexico Department of Cultural Affairs.

Article 20. New Mexico Tort Claims Act
Any liability incurred by the Owner Agency, NMAD and/or the New Mexico Department of Cultural Affairs, in connection with this Contract 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 Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, 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.

Article 21. Heirs and Assigns.
This Contract shall be binding upon and shall inure to the benefit of the Owner Agency, and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

Article 22. Written Notices.
a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.
b) For purposes of giving formal, written notice, the parties will use the following addresses:

OWNER AGENCY	SITE CONTACT	ARTIST	NMAD
Alan M. Webber	**Rod Lambert**	**Hector Manuel Ortega**	**Meredith Doborski**
Mayor	Assistant Director	Ortega Sculpture	Public Art Program Director
City of Santa Fe	Santa Fe Arts and Culture	5634 N. 14th Drive	New Mexico Arts
P.O. Box 909	Department	Phoenix, AZ 85013	407 Galisteo Suite 270
Santa Fe, NM 87504	P.O. Box 990	(602) 421-2937	Santa Fe NM 87501-2641
(505) 955-6590	Santa Fe, NM 87504	ortegasculpture@yahoo.com	505-827-6490
mayor@santafenm.gov	(505) 955-6705		Meredith.doborski@state.nm.us
	rdlambert@santafenm.gov		

c) The Artist and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.
After the final payment in this Contract has been made, the Artist and Owner Agency will notify NMAD of any change in address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Artist's or Owner Agency's rights, respectively, that are described in this Contract, except for the Artist's copyright and reproduction rights.

Article 23. Conflict of Interest.

The Artist warrants 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 of services required under this Contract. The Artist certifies it has not violated or caused any other person to violate any requirement of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, by entering this contract.

Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.
The Procurement Code, NMSA 1978, Sections 13-1-28 through -199, imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 25. Records and Audits.
The Artist shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the rights of NMAD and the Owner Agency, respectively, to recover excessive or illegal payments.

Article 26. Assignment.
The Artist shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

Article 27. Required Signatures.
This Contract will not be binding upon any parties hereto until all signatures required below have been obtained. Other than as to individuals, each signatory below represents that by signing this agreement that he or she has the authority to bind the entity for which he or she signs.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

_____ Date _____
Debra Garcia y Griego, Cabinet Secretary Dept. of Cultural Affairs

_____ Date
Michelle Laflamme Childs, Executive Director, New Mexico Arts Division

Approved as to budgetary sufficiency:

_____ Date _____
Greg Geisler, ASD Director/CFO, Dept. of Cultural Affairs

Approved as to form:

_____ Date _____
Peter Ives, General Counsel, Dept. of Cultural Affairs

OWNER AGENCY:

_____ **Date**
Alan M. Webber, Mayor, City of Santa Fe

Attest:

_____ Date_____
Kristine Bustos Mihelcic, City Clerk, City of Santa Fe

OWNER AGENCY LEGAL REPRESENTATIVE:

Marcos Martinez
Marcos Martinez (Jun 13, 2022 11:44 MDT)

Jun 13, 2022
Marcos D. Martinez, Senior Assistant City Attorney, City of Santa Fe Date _____

Approved for Finances:

_____ Date _____
Alexis Lotero, Acting Finance Director, City of
Santa Fe

ARTIST:

_____ Date _____
Hector Manuel Ortega DBA Ortega Sculpture

Framing, Installation, and Plaque Guidelines

All framing materials must be museum quality!

1. Mat type - 100% Cotton rag.
2. Mat color – white, off-white, gray, or black. Other colors must be approved by NMAD.
3. Mat size – not to be less than 2 inches all the way around. Other mat sizes or elimination of mat must be approved by NMAD.
4. Backing – Acid free, museum quality.
5. Mounting – Acid free, museum quality.
6. Frame material - simple profile, wood molding, 1.5" or larger on the face. Colors can be natural wood tones, black, or white. Other colors must be approved by NMAD.
7. Plexiglas protective covering required on all 2-D pieces. Glass on pastels.
8. Spacers when necessary, so that Plexiglas does not touch the artwork.
9. Security hangers must be used, no wire (i.e. T-Lock or T-Screw Security Hangers)
10. Weighted wood pedestal with secure bolted Plexiglas cover required on small 3-D works. Other pedestal materials must be approved by NMAD.
11. Pedestals shall be tall enough to bring the artwork to eyelevel.
12. Large scale and/or exterior sculptures do not require Plexiglas covering. "Large Scale" is determined by NMAD in consultation with Artist.
13. All artwork must be permanently installed at the site along with an identification plaque.
14. Pedestals must be painted either black or white. Other colors must be approved by NMAD.

Samples of mats, frames, pedestals and plaques can be viewed at New Mexico Arts office (407 Galisteo, suite 270, Santa Fe, NM). Please call to schedule an appointment (505-827-6490, In State 800-879-4278).

The following guidelines are used for NMAD Art in Public Places Program to maintain plaque quality and style consistency. It is permissible for the font size to be changed to best fit the size of the plaque. *(Drawings are not to scale!)*

SAMPLE

14 pt Bold Italic Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman

May or may not have 2 drilled holes for mounting depending on plaque style

12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman

Title of Work
by Artist's Name
year of completion

Funded by the
Art in Public Places Program
New Mexico Arts
Department of Cultural Affairs

Interior Pieces

Material and Finish: Metal 3" x 5" plate with brushed silver or brass finish and black lettering on wooden base (black or natural wood) no larger than 5" x 7"

Exterior Pieces

Material and Finish: Metal plate with black finish and silver lettering
Plaque Size: 4" x 6" or 5" x 7"

Please adjust font size to best fit plaque dimensions

VARIATIONS: We understand that because of the nature of the artwork and/or site, plaque variations may be desirable. For example, a tile artist might choose to create a custom tile plaque to integrate into the work. For a large stainless steel exterior sculpture, an artist might wish to use a stainless-steel plaque that is larger than the standard size. We encourage you to think creatively. *However, the Artist must consult with New Mexico Arts **before** executing a custom plaque (505-827-6490, In State 800-879-4278)*.



Blind Faith

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202810

Contractor: **New Mexico Arts, State of NM Dept. of Cultural Affairs (Hector Manuel Ortega)**

Description: **Public Art Purchase for Airport Expansion Project (State CIP Bond Funding)**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **upon execution** Term End Date: **3/31/2024**

☐ 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)
As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. purchase of artwork managed by NM Arts. There is no cost to the City. State of NM Public Arts Purchase Program- Funded through Bond Inititiatives

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 17:05 MDT)
Purchasing Officer Review: Jun 22, 2022 Date:

Comment & Exceptions: Art for public display. 13-1-98 T

4. **Funding Source:** **NO cost to the City, maintenance budget** **Org / Object:** **3502775/572979**

Andy Hopkins
Andy Hopkins (Jun 23, 2022 10:39 MDT)
Budget Officer Approval: Jun 23, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Huntington T. Block Insurance Agency, Inc.

5555 San Felipe Street, Suite 1500 Houston, TX 77056 Phone: 832-476-6944 Fax: 847-953-4060

CERTIFICATE OF INSURANCE

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been issued by the Company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms. The following is information from the policy.

Policy Type:	Museum Collection and Temporary Loans
Named Insured:	State of New Mexico
Address:	P.O. Box 909 Santa Fe, NM 87504
Dates:	**From:** July 1, 2021 **To**: July 1, 2022 12:01 A.M. Standard Time at the place of issuance.
Limits of Liability:	$20,500
on the following work(s) of art:	"Brick Face Hope" James Tyler Architectural ceramic clay bricks $20,500 New Mexico Arts Permanent Collection of Public Art
Company(s) and Policy Number(s):	PRIMARY XL Specialty Insurance Company UMA0009498SP21A FIRST EXCESS AXIS Insurance Company AX00122-20-06
Certificate issued to:	The City of Santa Fe Santa Fe, NM

Authorized Representative:
Vice President - Adrienne Reid

Date: July 12, 2021

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Department of Cultural Affairs

Procurement Title: Airport purchase: Charlotte Jackson Fine Art, Inc (artist: Tom Waldron)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

(RFP) Department Requesting Arts and Culture Staff Name Pauline Kanako Kamiyama

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	
☒ x	☐	Approved Procurement Checklist (by Purchasing)
☒ x	☐	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
☒ x	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒ x	☐	Summary of Contracts and Agreements form
☒ x	☐	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☒	Other:

Pauline Kanako Kamiyama — Director — 6/21/22

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

JoAnn Lovato
JoAnn Lovato | Jul 21, 2022 14:58 MDT)

Contracts Supervisor — Jul 21, 2022

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico
Memorandum

DATE: **June 21, 2022**

TO: **Governing Body**
Finance Committee
Quality of Life Committee

VIA: **Alexis Lotero, Interim Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Director
Pauline Kanako Kamiyama, Arts and Culture Department Director

FROM: **Robert Lambert, Arts and Culture Department Assistant Director**

ITEM AND ISSUE:
For the Approval of New Mexico State Purchase Contract for the Purchase of Public Art for Display of Artwork on City Property (Santa Fe Municipal Airport) with New Mexico Arts (State of New Mexico) in the amount of $45,000 (Robert Lambert, Assistant Director, rdlambert@santafenm.gov, 955.6707).

BACKGROUND AND SUMMARY:
As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts. There is no cost to the City..

PROCUREMENT METHOD:
State Procurement Exemption: ***13-1-98 T (State Agency)*** *- works of art for museums or for display in public buildings or places;*

CONTRACT NUMBER:
The FY23 Munis contract number is 3202994

FUNDING SOURCE:
3502775/572970

ACTION REQUESTED:
Arts and Culture Department respectfully requests your review and approval.

CXT#	23002.0	CXT$	$45,000	AIPP PC	MD
FUND STREAM	50500—69800—A19D5001—548700—D3207/$45,000 (GF 2019)				
VENDOR ID:	0000052880				

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
NEW MEXICO ARTS DIVISION
ART IN PUBLIC PLACES PURCHASE CONTRACT

THIS AGREEMENT is made and entered into by and between New Mexico Arts (NMAD), a division of the New Mexico Department of Cultural Affairs (NMDCA), a political subdivision of the State of New Mexico (State); **City of Santa Fe,** hereinafter referred to as "Owner Agency"; and **Charlotte Jackson Fine Art Inc.** hereinafter referred to as "the Gallery." The Gallery represents **Tom Waldron** hereinafter referred to as "Artist".

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1 (1986), (the "Act") requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a fund dedicated for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to acquire a work of art to be located at **Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, NM 87507,** and

WHEREAS, in conformity with NMAC, 4.12.11 and the Act, the Owner Agency's Local Selection Committee selected a work by the Artist to purchase.

THEREFORE, NMAD, the Owner Agency, the Gallery, and the Artist, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 *Definitions.*

a) "Artwork" means the work of art designed and created by the Artist and selected by the Local Selection Committee for placement of **one (1) 55" x 35" x 70" abstract minimalist steel sculpture entitled "Flask"** and includes any attached Work Base(s);

b) "Work Base" is a component of the Artwork and means the foundation or pedestal and Plexiglas cover upon which the Artwork is mounted for displaying 3D Artwork, or frame and Plexiglas protective covering, and device/devices for hanging 2D Artwork, as required according to attached *Framing, Installation, and Plaque Guidelines*;

c) "Work Site" means the specific area site within, upon, or around the public building in which the Artwork is to be permanently attached or installed, in this case the **Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, NM 87507;**

d) "Owner Agency" is the agency that received the appropriation for the construction or renovation of the building that included funds designated for public art under the Act.

1.1 *General Duties of Artist, Gallery, Owner Agency, and NMAD.*

a) The ***Gallery*** shall perform all services and furnish all supplies, materials and equipment as necessary for the transportation of the Artwork and Work Base, to the Work Site and the permanent and secure installation of the Artwork and Work Base at the Work Site, except as otherwise agreed to in this Contract.

b) The ***Artist*** represents and warrants that the Artwork is solely the result of the artistic effort of and was authored by the Artist and is unique and original. If the Artwork is one in an edition (not exceeding a total of fifty (50) copies, including variations of size, color, shape, or any distinguishing elements of the Artwork) of prints, photographs, castings or fabrications, or has been previously reproduced and accepted for sale elsewhere, the Artist or Gallery will notify NMAD and the Owner Agency of this and disclose the edition number of the piece within the edition in writing to NMAD and the Owner Agency as an addendum attached to this agreement before it is executed. The Artist further represents, covenants, and warrants that the Artist owns the copyright in the Artwork and that the Artwork does not infringe upon any copyright and is free and clear of any liens or claims from any source whatsoever.

c) The ***Gallery*** shall pay for the services of a professional fine art conservator if NMAD deems such an expense is required and if the Artwork is: 1) an exterior work; 2) created with non-archival media; 3) exposed to adverse environmental conditions; or 4) comprised of media that may not be durable or has other maintenance concerns. The fine art conservator will determine the durability of the media and the required periodic maintenance. NMAD may terminate the agreement based upon the results of the conservator's report in accordance with Article 10, Termination.

d) The Owner Agency shall perform the following services in a satisfactory and proper manner as determined by NMAD, and is responsible and shall pay for the following:

1. Prepare the Work Site by ensuring safe and reasonable access for the Gallery, so that the Gallery can install the Artwork;
2. In consultation with NMAD, take reasonable precautions to secure the Work Site, if necessary, for and during the installation of the Artwork.

1.2 *Delivery and Installation.*

a) The ***Gallery*** shall deliver and securely install the completed Artwork and Work Base at the Work Site no later than **December 31, 2023**.

b) The ***Gallery*** will be responsible for framing and installation of Artwork and Work Base unless otherwise noted in this Contract. The Gallery shall ensure that the Artwork and Work Base is installed with appropriate anti-theft measures and/or devices to protect the Artwork, as approved by Owner Agency, whose approval shall not unreasonably be withheld.

c) The Gallery shall provide and install a project identification plaque for the Artwork, as described in the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

1.3 *Post-Installation Documentation.*

Within thirty (30) days after the delivery and installation of the Artwork, the Gallery shall furnish NMAD with the following relating to the Artwork as completed:

(1) a publication-ready JPEG of the Artwork with a minimum resolution of 350 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
(2) a JPEG of the Artwork *in situ* at the Work Site;
(3) a complete written description of the Artwork;
(4) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
(5) a comprehensive list of all media used in the creation of the Artwork (ex: type of paint, gauge and type of metal, adhesive materials, clay body and firing, acrylic, oil, etc).

1.4 *Final Acceptance.*

a) The Gallery shall advise NMAD, in writing, by furnishing NMAD and Owner Agency the Post-Installation Documentation outlined in Article 1.3, when all the Artwork has been delivered, installed, and accepted, and Gallery services required under this Contract have been completed.

b) The Owner Agency shall notify the Gallery and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Notice of Acceptance/Final Payment Invoice (NOA/FPI)* form, of its final acceptance of the Artwork.

c) If the Owner Agency determines and notifies NMAD within ten (10) days of installation by the Gallery that the Gallery's services are incomplete or unsatisfactory, the Gallery shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

1.5 *Risk of Loss.*

The risk of loss or damage to the Artwork shall be borne by the Gallery until acceptance by the Owner Agency, as indicated by the NMAD-signed *(NOA/FPI)* form. The Gallery shall obtain and maintain a policy of insurance in an amount of not less than the purchase price of the Artwork to cover risk of damage or loss to the Artwork until final acceptance by the Owner Agency as required in Article 6 of this Agreement.

1.6 *Title.*

Title to the Artwork shall pass to the Owner Agency after installation and upon receipt by NMAD of the *(NOA/FPI)* form signed by the Owner Agency. If the Owner Agency fails, within thirty (30) days of installation of the Artwork by the Gallery, to return to NMAD an executed *(NOA/FPI)* form, or to notify NMAD of Gallery services that are unsatisfactory, title and ownership of the Artwork will automatically transfer to the Owner Agency.

a) The Owner Agency shall put in place insurance against loss or damage to the Artwork in an amount of not less than the purchase price of the Artwork upon transfer of ownership from Gallery to the Owner Agency.

b) Title to the Artwork shall be owned by the Owner Agency, subject to applicable inventory requirements set forth by the State of New Mexico.

Article 2. Term.
The Contract shall terminate on **March 31, 2024,** unless terminated pursuant to Article 10 herein.
Any and all obligations arising under Article 1, Sections 1.4, 1.6, 1.6a, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.
3.1 Fixed Fee.
NMAD shall pay the Gallery a fixed fee of **forty-five thousand dollars and 00/cents ($45,000.00),** including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Payment to the Gallery shall be deducted from the allocation for the Art in Public Places program and shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Gallery or the Gallery's subcontractors or employees to be furnished by the Gallery under this Contract. NMAD shall pay Gallery a single payment of the amount described in this paragraph upon receipt by NMAD after delivery and installation of the selected Artwork, the Project Plaque and any attached Work Base to Work Site and receipt of the *Post-Installation Documentation* by the Gallery and the – *NOA/FPI* form *signed by the Owner Agency,* and *NMAD.* Prior to issuance of payment, an NMAD Coordinator may visit the Work Site to confirm the Gallery's compliance with the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

Article 4. Extension of Time.
NMAD shall grant a reasonable extension of time to the Gallery in the event that there is a reasonable delay on the part of the Owner Agency in performing its obligations under this Contract, or if conditions beyond the Gallery's control or other Acts of God render timely performance of the Gallery's services impossible. Failure to fulfill contractual obligations due to conditions beyond a party's reasonable control will not be considered a breach of Contract provided that such obligations shall be suspended, with prior notice to and approval by NMAD, only for the duration of such conditions.
All requests by the Gallery or the Owner Agency for time extensions shall be made in writing to NMAD at least eighty (80) days prior to the end of term described in Article 2. NMAD will review all written requests and notify the Owner Agency and the Gallery of its decision within ten (10) days of receipt of the written request.
Gallery shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Gallery is scheduled to install the Artwork. Gallery shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork. In the event of such delay, the parties shall extend the contract term in the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.
5.1 *Warranties of Title.*
The Artist represents and warrants that the Artwork: (a) is solely the result of the artistic effort of the Artist; (b) is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency; (c) is not a duplicate thereof and has not been accepted for sale elsewhere; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever. The parties acknowledge and agree that these Warranties of Title shall not terminate and shall survive the termination of this Contract.

5.2 Warranties of Quality and Condition.
The Gallery represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities that will cause or accelerate deterioration of the Artwork; and (b) reasonable maintenance of the Artwork will not require procedures in excess of those described in the Gallery's maintenance recommendations.
The warranties described in this Article 5.2 shall survive for five (5) years after the final acceptance of the Artwork, with periodic maintenance by the Owner Agency of the Artwork according to instructions provided by the Gallery. The Owner Agency shall give written notice to NMAD of any breach of the Artist's and/or Gallery's warranty within one hundred twenty (120) days of the breach during the five-year period after final acceptance of the Artwork. The Gallery shall, at the request of NMAD and the Owner Agency, and at no cost to the Owner or NMAD, cure reasonably and promptly any identified defect of the Artwork which is repairable by the Artist or a professional fine art conservator hired by the Gallery. The Artist or a professional fine art conservator shall make

such repairs consistent with accepted practices of professional fine art conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork).

Article 6. Insurance.

Until such time that NMAD pays the Artist for the Artwork and title to the Work of Art passes to the Owner Agency, Artist shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Owner Agency and NMAD as additional insureds:

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 and the New Mexico Department of Cultural Affairs, including the New Mexico Arts Division, and their officials, officers, employees, and agents as additional insureds.

b) Artist shall provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Artist. 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.

Article 7. Reproduction Rights.

7.1 General.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and any rights as may be limited by or granted in this Contract. The Artist grants to NMAD and the Owner Agency and their successors a perpetual, fully paid, without geographic limitation, and non-revocable, nonexclusive license to use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, books about the AIPP program, in whole or in part, and catalogues or other similar publications.

7.2 *Artist Credit.*

All reproductions by NMAD or the Owner Agency shall credit the Artist and include a copyright notice substantially in the following form: "©[Artist's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs."

7.3 Artist Reproduction Credit.

The Artist shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Artist a credit to NMAD in the following form: "Artwork Funded by the Art in Public Places Program, New Mexico Arts Division, Department of Cultural Affairs."

Article 8. Artist's Rights.

8.1 *General.*

In all matters pertaining to the Artwork and its maintenance, including but not limited to the Articles in this Contract and the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply.

8.2 *Maintenance.*

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected, in accordance with the Gallery's maintenance schedule, instructions, and the requirements of this Contract.

8.3. *Repairs and Restoration.*

a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if to repair or restore the Artwork. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.

b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Artist's services for repairs or restoration if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.

c) NMAD may deaccession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the artwork be

temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5) public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

e).The Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred eighty (180) days prior to action taking place.

8.4 Waver of Rights due to Deaccession

In the future, and in the event the Owner Agency determines to deaccession the Artwork for any reason, including but not limited to an existing condition as outlined in Article 8.3.C., NMAD shall attempt to notify the Artist in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy, modify or develop the Work Site in such a way as to impact the Artwork, the Artist hereby agrees to waive all rights pursuant to the Copyright Act, including but not limited to the Artist's rights under the Visual Artist Rights Act, the Owner Agency, in consultation with NMAD, retain the right to determine, in their sole and absolute discretion without right of appeal, whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

Article 9. Gallery as Independent Contractor.

The Gallery, and Gallery's agents and employees, are independent contractors performing services for NMAD and are not employees of NMAD. The Gallery, and Gallery's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

Article 10. Termination.

a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and that the defaulting party or parties shall have thirty (30) days from their receipt of the notice of default to cure such default or commence actions to cure the default with in the thirty (30) day period when cure of the default is not possible within the thirty (30) days.

b) If the Owner Agency or NMAD terminate this Contract for the Gallery and/or Artist's violation, the Gallery and/or Artist shall be ineligible to apply for Art in Public Places selection for a period of three (3) years or more from the date of the Gallery and/or Artist's receipt of the notice of termination.

c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Subsection 1.1(c) of this Contract.

Article 11. Contract Administrator.

NMAD shall administer this Contract, including issuing payments to the Gallery, except as otherwise agreed to in this contract.

Article 12. Non-Discrimination.

In carrying out the performance of the services designated, neither the Gallery nor the Owner Agency shall discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Gallery shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 13. ADA Compliance.

In performing any services required hereunder, the Gallery shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Gallery's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Gallery's, or Gallery's agents' or employees' acts or omissions in violation of the ADA.

Article 14. Compliance.

The Gallery shall comply with federal, state and city statutes, ordinances and regulations that are applicable to the performance of the Gallery's services under this Contract.

Article 15. Entire Agreement.
This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements and understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Article 16. Modification.
No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Owner Agency and NMAD.

Article 17. Waiver.
No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 18. Governing Law and Venue.
This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Gallery 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.

Article 19. Indemnification.
The Gallery shall defend, indemnify and hold harmless the Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, 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 Contract, caused by the negligent act or failure to act of the Gallery, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Gallery resulting in injury or damage to persons or property during the time when the Gallery or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Gallery or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Gallery, the Gallery shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Owner Agency, and the New Mexico Department of Cultural Affairs.

Article 20. New Mexico Tort Claims Act
Any liability incurred by the Owner Agency, NMAD and/or the New Mexico Department of Cultural Affairs, in connection with this Contract 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 Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, 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.

Article 21. Heirs and Assigns.
This Contract shall be binding upon and shall inure to the benefit of the Owner Agency, the Gallery, and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

Article 22. Written Notices.
a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.
b) For purposes of giving formal, written notice, the parties will use the following addresses:

OWNER AGENCY	SITE CONTACT	GALLERY	NMAD
Alan M. Webber	**Rod Lambert**	**Charlotte Jackson Fine Art Inc.**	**Meredith Doborski**
Mayor	Assistant Director	Charlotte Jackson	**Public Art Program Director**
City of Santa Fe	Santa Fe Arts and Culture Department	Owner	New Mexico Arts
P.O. Box 909	P.O. Box 990	554 S. Guadalupe St.	407 Galisteo Suite 270
Santa Fe, NM 87504	Santa Fe, NM 87504	Santa Fe, NM 87501-2618	Santa Fe NM 87501-2641
(505) 955-6590	(505) 955-6705	(505) 989-9699	505-827-6490
mayor@santafenm.gov	rdlambert@santafenm.gov	cjfa@charlottejackson.com	**Meredith.doborski@state.nm.us**

c) The Gallery, Artist, and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.
After the final payment in this Contract has been made, the Gallery, Artist, and Owner Agency will notify NMAD of any change in address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Artist's or Owner Agency's rights, respectively, that are described in this Contract, except for the Artist's copyright and reproduction rights.

Article 23. Conflict of Interest.
The Gallery warrants 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 of services required under this Contract. The Gallery certifies it has not violated or caused any other person to violate any requirement of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, by entering this contract.

Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.
The Procurement Code, NMSA 1978, Sections 13-1-28 through -199, imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 25. Records and Audits.
The Gallery shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the rights of NMAD and the Owner Agency, respectively, to recover excessive or illegal payments.

Article 26. Assignment.
The Gallery shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

Article 27. Required Signatures.
This Contract will not be binding upon any parties hereto until all signatures required below have been obtained. Other than as to individuals, each signatory below represents that by signing this agreement that he or she has the authority to bind the entity for which he or she signs.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

_____ Date _____
Debra Garcia y Griego, Cabinet Secretary Dept. of Cultural Affairs

_____ Date _____
Michelle Laflamme Childs, Executive Director, New Mexico Arts Division

Approved as to budgetary sufficiency:

_____ Date _____
Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs

Approved as to form:

_____
Peter Ives, General Counsel, Dept. of Cultural Affairs
Date _____

OWNER AGENCY:

_____ Date _____
Alan M. Webber, Mayor, City of Santa Fe

Attest:

_____
Kristine Bustos Michelcic, City Clerk, City of Santa Fe
Date _____

OWNER AGENCY LEGAL REPRESENTATIVE:

Marcos Martinez
Marcos Martinez (Jun 13, 2022 16:15 MDT)
Jun 13, 2022
Date _____
Marcos D. Martinez, Senior Assistant City Attorney, City of Santa Fe

Approved for Finance:

_____ Date _____
Alexis Lotero, Acting Finance Director, City of
Santa Fe

GALLERY:

_____
Charlotte Jackson, Owner, Charlotte Jackson Fine Art Inc.
Date _____

ARTIST:

_____ Date _____
Tom Waldron

Framing, Installation, and Plaque Guidelines

All framing materials must be museum quality!

1. Mat type - 100% Cotton rag.
2. Mat color – white, off-white, gray, or black. Other colors must be approved by NMAD.
3. Mat size – not to be less than 2 inches all the way around. Other mat sizes or elimination of mat must be approved by NMAD.
4. Backing – Acid free, museum quality.
5. Mounting – Acid free, museum quality.
6. Frame material - simple profile, wood molding, 1.5" or larger on the face. Colors can be natural wood tones, black, or white. Other colors must be approved by NMAD.
7. Plexiglas protective covering required on all 2-D pieces. Glass on pastels.
8. Spacers when necessary, so that Plexiglas does not touch the artwork.
9. Security hangers must be used, no wire (i.e. T-Lock or T-Screw Security Hangers)
10. Weighted wood pedestal with secure bolted Plexiglas cover required on small 3-D works. Other pedestal materials must be approved by NMAD.
11. Pedestals shall be tall enough to bring the artwork to eyelevel.
12. Large scale and/or exterior sculptures do not require Plexiglas covering. "Large Scale" is determined by NMAD in consultation with Artist.
13. All artwork must be permanently installed at the site along with an identification plaque.
14. Pedestals must be painted either black or white. Other colors must be approved by NMAD.

Samples of mats, frames, pedestals and plaques can be viewed at New Mexico Arts office (407 Galisteo, suite 270, Santa Fe, NM). Please call to schedule an appointment (505-827-6490, In State 800-879-4278).

The following guidelines are used for NMA Public Arts Projects to help us maintain plaque quality and style consistency. It is permissible for the font size to be changed to best fit the size of the plaque. *(Drawings are not to scale!)*

SAMPLE

14 pt Bold Italic Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman

May or may not have 2 drilled holes for mounting depending on plaque style

12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman

Title of Work
by Artist's Name
year of completion

Funded by the
Art in Public Places Program
New Mexico Arts
Department of Cultural Affairs

Interior Pieces

Material and Finish: Metal 3" x 5" plate with brushed silver or brass finish and black lettering on wooden base (black or natural wood) no larger than 5" x 7"

Exterior Pieces

Material and Finish: Metal plate with black finish and silver lettering
Plaque Size: 4" x 6" or 5" x 7"

Please adjust font size to best fit plaque dimensions

VARIATIONS: We understand that because of the nature of the artwork and/or site, plaque variations may be desirable. For example, a tile artist might choose to create a custom tile plaque to integrate into the work. For a large stainless steel exterior sculpture, an artist might wish to use a stainless-steel plaque that is larger than the standard size. We encourage you to think creatively. *However, the Artist must consult with New Mexico Arts **before** executing a custom plaque (505-827-6490, In State 800-879-4278).*



Flask

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202994**

Contractor: **New Mexico Arts, State of NM Dept. of Cultural Affairs (Charlotte Jackson Fine Art)**

Description: **Public Art Purchase for Airport Expansion Project (State CIP Bond Funding)**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon execution** Term End Date: **3/24/24**

[☐] 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)
As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts. There is no cost to the City. State of NM Public Arts Purchase Program- Funded through Bond Inititiatives

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jul 21, 2022 14:58 MDT)
Purchasing Officer Review: Jul 21, 2022 Date:

Comment & Exceptions: No procurement/No cost to the City. Current/corrected insurance certificate to be included.

4. **Funding Source:** **NO Cost to City- maintenance budget** **Org / Object:** **3502775.57297** 0

Andy Hopkins
Andy Hopkins (Aug 10, 2022 10:20 MDT)
Budget Officer Approval: Aug 10, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Rod Lambert** Phone # **505.955.6655**

Email: **rdlambert@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Huntington T. Block Insurance Agency, Inc.

5555 San Felipe Street, Suite 1500 Houston, TX 77056 Phone: 832-476-6944 Fax: 847-953-4060

CERTIFICATE OF INSURANCE

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been issued by the Company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms. The following is information from the policy.

Policy Type:	Museum Collection and Temporary Loans
Named Insured: **Address:**	State of New Mexico P.O. Box 909 Santa Fe, NM 87504
Dates:	**From:** July 1, 2021 **To**: July 1, 2022 12:01 A.M. Standard Time at the place of issuance.
Limits of Liability:	$20,500
on the following work(s) of art:	"Brick Face Hope" James Tyler Architectural ceramic clay bricks $20,500 New Mexico Arts Permanent Collection of Public Art
Company(s) and Policy Number(s):	PRIMARY XL Specialty Insurance Company UMA0009498SP21A FIRST EXCESS AXIS Insurance Company AX00122-20-06
Certificate issued to:	The City of Santa Fe Santa Fe, NM

Authorized Representative: Adrienne Reid

Vice President - Adrienne Reid Date: July 12, 2021

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No. 2 of the Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to Allow Non-Housing Uses for a Specific Part of the Property, as Shown on the Survey Exhibit (Alexandra Ladd, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346).

Committee Review

Finance Committee – 8/15/2022
Quality of Life Committee – 8/17/2022
Public Works & Utilities Committee – 8/29/2022
Governing Body – 8/31/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-15585

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY



Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: April 18, 2022

To: Finance Committee – August 15
Quality of Life Committee – August 17, 2022
Public Works Committee – August 29, 2022
Santa Fe City Council – August 31, 2022

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Amendment #2 to Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority

---

ACTION REQUESTED

Request approval of Amendment #2 of the lease agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to allow non-housing uses for a specific part of the property, as shown on the survey exhibit.

BACKGROUND

Some of the properties operated by the Santa Fe Civic Housing Authority (SFCHA) are sited on city-owned land, whereby SFCHA manages the units and provides services to the residents. The use of the property in the Hopewall-Mann neighborhood of Santa Fe is governed by a lease that was put in place in 2013. At the time, the Housing Authority was applying for low income housing tax credits (LIHTC) and the underwriting requirements included standard language about limiting uses of the property to housing units.

ITEM AND ISSUE

Over the course of the renovation, SFCHA determined that the buildings on one portion of the property were obsolete and not appropriate for renovation. The odd shape of the parcel also prohibited the construction of new units in a cost effective manner. At that time, SFCHA reached out to residents and local service providers and determined that there was a need for a community health center in the neighborhood. The Hopewell-Mann neighborhood has a poverty rate of over 30% and many people do not have reliable transportation to access various services. Presbyterian Medical Services (PMS) agreed to provide services and SFCHA raised funds to design and build a medical center to serve the neighborhood. This center is walkable to over 400 families. An additional space in the building is operated by a provider of vision and dental care.

In order to make the community services consistent with the terms of its lease with the City, SFCHA requests a language modification that would enable eligible uses to include community services.

City of Santa Fe, New Mexico

memo

Date: April 18, 2022

To: Finance Committee – August 15
Quality of Life Committee – August 17, 2022
Public Works Committee – August 29, 2022
Santa Fe City Council – August 31, 2022

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Amendment #2 to Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority

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In order to make the community services consistent with the terms of its lease with the City, SFCHA requests a language modification that would enable eligible uses to include community services.

Second Amendment to Lease
between
Santa Fe Civic Housing Authority, Inc.
and
City of Santa Fe, New Mexico

This Second Amendment to Lease ("Amendment") is made effective this ____ day of _____, 2022 (the "Effective Date"), by and between Santa Fe Civic Housing Authority, Inc., a New Mexico nonprofit corporation ("Tenant"), located at 664 Alta Vista Street, Santa Fe, New Mexico 87505, and the City of Santa Fe, New Mexico ("Landlord"), for and in consideration of the mutual covenants hereinafter contained, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

RECITALS

A. Tenant and Landlord entered into that certain *Lease 1 Between City of Santa Fe and Santa Fe Civic Housing Authority* dated as of June 12, 2013 (the "Lease"), and recorded in the Office of the County Clerk of Santa Fe County, New Mexico on August 15, 2013 as Instrument No. 1715128, that leases the premises described therein consisting of land legally described on Exhibit A attached thereto (the "Premises"); and

B. Tenant and Landlord entered into that certain *First Amendment to Lease Between Santa Fe Civic Housing Authority, Inc. and City of Santa Fe, New Mexico* as of December 18, 2014 (the "First Amendment"), and recorded in the Office of the County Clerk of Santa Fe County, New Mexico on December 22, 2014 as Instrument No. 1753609; and

C. Section 9.1 of the Lease ("Permitted Use"), as amended by the First Amendment, restricts use of the Premises to "Multi-family mixed income rental units"; and

D. The parties wish to amend the Lease and the First Amendment to allow certain additional uses, specifically the development, marketing for lease and leasing of a certain portion of the Premises for public health and other community services, and associated administrative operations.

NOW, THEREFORE, in consideration of the foregoing, the covenants of the parties hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

SECOND AMENDMENT

Article 9.1 of the Lease and the First Amendment shall be amended as follows (added material in underline):

Section 9.1 Permitted Use.

Tenant shall throughout the Term continuously use and operate the Premises, and/or any future development only for the following uses and such other uses as are reasonably and customarily attendant to such uses: the leasing of Multi-family mixed income rental units, including but not limited to, development, marketing for lease and leasing of Section Eight housing and the RAD Program, and, with respect to "Proposed Lot AR" shown on the survey exhibit attached hereto as Exhibit A, the leasing of public health and community services facilities, including but not limited to, development, marketing for lease and leasing of facilities for provision of health and other community services to the Santa Fe, New Mexico service area and associated administrative operations. The Tenant agrees to operate the Premises and/or any future development in a manner which strictly satisfies the requirements of this Lease and the Applicable Housing Requirements.

For Purposes of this Section, "Applicable Housing Requirements" shall mean any applicable HUD and New Mexico housing authority guidelines and requirements of the Rental Assistance Demonstration conversion program and project based rental assistance programs, as well as all requirements of the Low-Income Housing Tax Credit program under Section 42 of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF the parties have executed this First Amendment to Lease effective as of the above date.

LANDLORD:
THE CITY OF SANTA FE, NEW MEXICO

By: _____
Name: Alan M. Webber
Its: Mayor

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Alan M. Webber, personally known to me, Mayor, City of Santa Fe, a public body established pursuant to New Mexico statutes.

_____
Notary Public, State of New Mexico

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

7/29/22
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

TENANT:

SANTA FE CIVIC HOUSING AUTHORITY, INC., a New Mexico nonprofit corporation

By: Ed Romero
Name: Ed Romero
Its: Executive Director

City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 8th day of August, 2022, by Ed Romero, personally known to me.

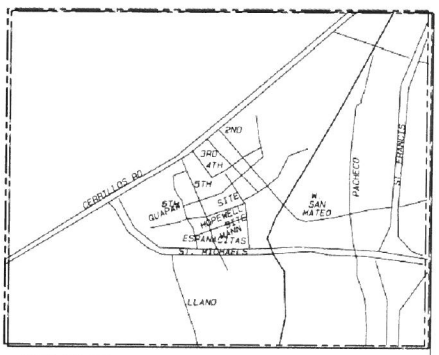
Nellie Olivas
Notary Public, State of New Mexico

STATE OF NEW MEXICO
NOTARY PUBLIC
NELLIE OLIVAS
COMMISSION # 1135368
COMMISSION EXPIRES 08/30/2025

ALTA/ACSM BOUNDARY SURVEY
OF A PORTION OF ZIMMERMAN'S TRACT No. 236
For The Santa Fe City Housing Authority

SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM
SANTA FE LAND GRANT
CITY & COUNTY OF SANTA FE, NEW MEXICO
CONTAINING 254220 SQUARE FEET, 5.837 AC±

THIS PLAT DOES NOT CREATE ANY NEW TRACTS OR LOTS.
AREAS SHOWN ARE PROPOSED AND FOR THE PURPOSE OF ILLUSTRATION ONLY



VICINITY MAP NOT TO SCALE

STREET ADDRESSES OF RESIDENCES SURVEYED, HEREON:
1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1773, 1774, 1775, 1776, 1777, 1779, 1781, 1783, 1785, 1786, 1787 & 1788
HOPEWELL STREET
&
1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764 & 1765
MANN STREET

NOTES

1) BASIS OF BEARINGS IS GEODETIC AZIMUTH FROM GPS OBSERVATION. ANY MONUMENTED LINE MAY BE UTILISED AS A LOCAL BASIS OF BEARINGS. BASIS OF ELEVATION IS TAKEN FROM AUTONOMOUS GPS OBSERVATION.

2) RECORD BEARINGS AND DISTANCES FROM WARRANTYDEED G. THOMAS TO THE CITY OF SANTA FE RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 196, PAGE 549 DUE TO LACK OF FOUND MONUMENTATION & LEGAL DESCRIPTION MISCLOSURE, ADJOINER MONUMENTATION AND RIGHTS OF WAYS HOPEWELL, MANN & ESPANACITAS STREET WERE USED TO DETERMINE BOUNDARY BASIS.

3) PLATS OF SURVEY USED AS REFERENCE BOUNDARY DOCUMENTS ARE LISTED WITHIN THE APPROPRIATE ADJOINERS INFORMATION.

4) A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" "Areas subject to inundation by the 1-percent-annual-chance flood event". THE REMAINDER LIES WITHIN ZONE "X" "Areas determined to be outside of the 1-percent-annual-chance flood event" AS PER FIRM PANELS 35049C0412E (2/18/11) & 35049C0411E (2/18/11).

REFER TO PLAT OF SURVEY RECORDED IN BOOK 758, PAGES 44-45

THIS PLAT DOES NOT CREATE ANY
NEW TRACTS OR LOTS.
AREAS SHOWN ARE PROPOSED
AND FOR THE PURPOSE OF
ILLUSTRATION ONLY

ZONING NOTE:
ALL LOTS ARE ZONED R10
Multiple-family of 6 or more units: 40 single-family, two-family, or multiple-family of less than 6 units: 40; 70 if private open space is provided.
SETBACKS ARE 15' BACK, 20' FRONT (GARAGE) AND 15' FRONT, BUILDING AND 10' SIDE
ALL BUILDINGS ARE IN COMPLIANCE
HEIGHT:
HEIGHT OF RESIDENTIAL STRUCTURES IS LIMITED TO 24'
ALL BUILDINGS ARE IN COMPLIANCE
PARKING
PARKING IS DETERMINED BY SIZE OF UNIT, 72 SPACES REQUIRED, 75 PROVIDED
INCLUDING ON STREET PARKING
ALL UNITS ARE IN COMPLIANCE.

NOTE:
ALL RESIDENCES HAVE LEGAL
ACCESS TO AND THROUGH THE
PUBLIC RIGHT OF WAY OF MANN, HOPEWELL
& ESPANACITAS STREETS THROUGH THE NON DEDICATED
EXTENSIONS OF MANN & HOPEWELL STREETS WHICH REMAIN AS
FEE SIMPLE PROPERTY OF TRACT Z-236

EASEMENT NOTE OF SCHEDULE BII, OF First American Title Insurance Company
Title Commitment No. 1962994-SF01 effective 9/12/2014
EXCEPTION 22
Easement filed January 14, 1954, recorded in Book Misc. 84, Page 147, as Document No. 116, 146, records of Santa Fe County, New Mexico.
EXCEPTION 23
Deed For Easement Of Way filed February 7, 1956, recorded in Book Misc. 114, Page 130, as Document No. 212,897, records of Santa Fe County, New Mexico
EXCEPTION 24
shown on plat recorded in Plat Book 758, Page 044-045, records of Santa Fe County, New Mexico.
ALL IMPROVEMENTS AND EASEMENTS PERTENANT TO EXCEPTION 24 ARE SHOWN.

NOTE AS PER ALTA, TABLE A, ITEMS 16, 18 & 19
THERE IS NO HISTORICAL, DOCUMENTED OR OBSERVABLE EVIDENCE
OF WETLANDS, USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
THERE IS NO OBSERVABLE EVIDENCE OF
RECENT EARTHWORK, EXCAVATION OR SURFACE DISTURBANCE

NOTE AS TO ENCROACHMENTS
THERE IS AN APPARENT ENCROACHMENT
OF THE EAVES OF No. 1764, MANN STREET
AS SHOWN BY DIMENSIONS, ALONG THE RIGHT OF WAY EASEMENT
OF EXCEPTION 22

SURVEYOR'S CERTIFICATE

I, Mitchel K. Noonan, certify to Santa Fe Community Living LLC, U.S. Bancorp Community Development Corporation, U.S. Bank, NA, Santa Fe Civic Housing Authority, Santa Fe RAD Development LLC, New Mexico Mortgage Finance Authority and First American Title Insurance Company and their respective successors and assigns:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 7(a), 8(b) 8-9, 10(a) , 11(a) &11 (b) , 12 -14, 16, 16-20 of Table A thereof.

The field work was completed on 11/11/2014

MITCHEL K. NOONAN N.M.P.L.S. NO.: 6998

SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. NO.: 6998 DO HEREBY CERTIFY, THAT THIS BOUNDARY SURVEY PLAT 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. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT. 04/13/2015

MITCHEL K. NOONAN N.M.P.L.S. NO.: 6998

REVISIONS BY	DATE

SHEET 1 OF 2

COUNTY OF SANTA FE }
STATE OF NEW MEXICO } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20__ AT _____ O'CLOCK _____M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
VALLERIE ESPINOZA
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

PUBLIC NOTICE

THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HEREON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND MAY REQUIRE SUBMITTAL OF ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.

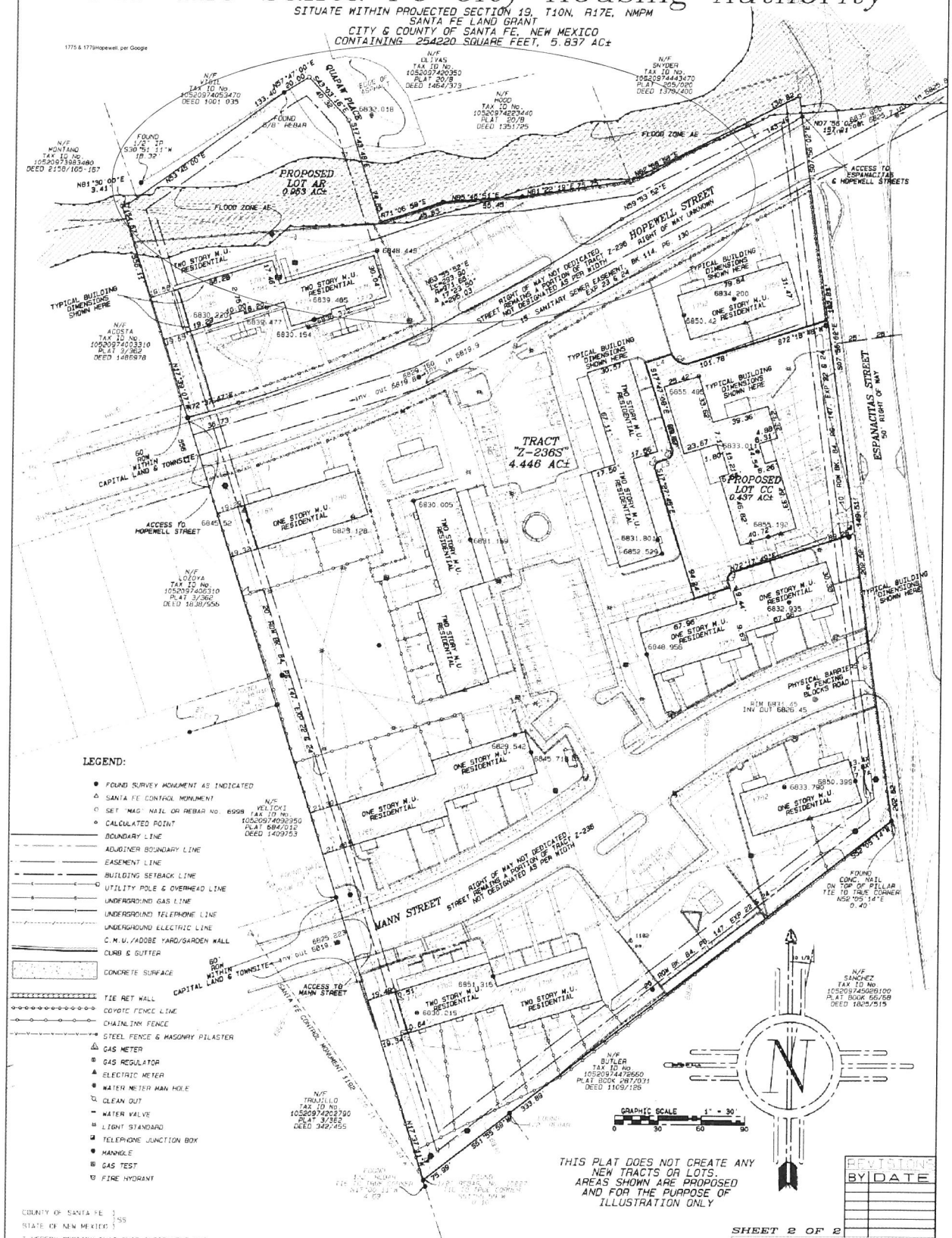
INDEXING INFORMATION FOR COUNTY CLERK
A) NAME: SANTA FE CITY HOUSING AUTHORITY
FILED: BOOK 196, PAGE 549
B) SUBD: ZIMMERMAN'S TRACT #236
C) SECTIONS: S 34, T 17 N, R 9 E
C) UPC N/A

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-0429 FAX (505) 988-3413

DATE(S): 11/11/2014 PROJECT No: C-24634-2

ALTA/ACSM BOUNDARY SURVEY
OF A PORTION OF ZIMMERMAN'S TRACT No. 236
For The Santa Fe City Housing Authority

SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM
SANTA FE LAND GRANT
CITY & COUNTY OF SANTA FE, NEW MEXICO
CONTAINING 254220 SQUARE FEET, 5.837 AC±


1775 & 1779 Hopewell, per Google
PROPOSED LOT AR 0.053 AC±
TRACT "Z-236S" 4.446 AC±
PROPOSED LOT CC 0.437 AC±
HOPEWELL STREET
ESPANACITAS STREET
MANN STREET
QUARAI PLACE
FLOOD ZONE AE
ACCESS TO ESPANACITAS & HOPEWELL STREETS
ACCESS TO HOPEWELL STREET
ACCESS TO MANN STREET
60' ROW WITHIN CAPITAL LAND & TOWNSITE
TWO STORY M.U. RESIDENTIAL
ONE STORY M.U. RESIDENTIAL
TYPICAL BUILDING DIMENSIONS SHOWN HERE
PHYSICAL BARRIER & FENCING BLOCKS ROAD
FOUND CONC. NAIL ON TOP OF PILLAR TIE TO TRUE CORNER N52°05'14"E 0.40
SANTA FE CONTROL MONUMENT 1152
N/F VIGIL TAX ID No. 1052097405347O DEED 1001/035
N/F OLIVAS TAX ID No. 1052097400350 PLAT 20/8 DEED 1464/379
N/F SNYDER TAX ID No. 1052097444347O PLAT 305/095 DEED 1379/400
N/F MONTANO TAX ID No. 1052097398348O DEED 2158/165-167
N/F ACOSTA TAX ID No. 1052097400331O PLAT 3/362 DEED 1486/878
N/F LOZOYA TAX ID No. 1052097406310 PLAT 3/362 DEED 1638/956
N/F VELICKI TAX ID No. 1052097409235O PLAT 584/012 DEED 1409/153
N/F SANCHEZ TAX ID No. 1052097450281OO PLAT BOOK 66/58 DEED 1625/515
N/F BUTLER TAX ID No. 1052097477866O PLAT BOOK 287/071 DEED 1109/126
N/F TRUJILLO TAX ID No. 1052097402790 PLAT 3/362 DEED 342/455
N/F HOOD TAX ID No. 1052097422344O PLAT 20/8 DEED 1351/25
FOUND 1/2" ID S30°51'11"W 18.32
FOUND #/8 REBAR
SET "MAG" NAIL OR REBAR No. 6998
S17°39'56"E 333.69'
N72°37'47"E 330.73'
N17°22'13"W 333.69'
S72°37'47"W 330.73'
N17°22'13"W 79.98'
S17°39'56"E 79.98'
N72°37'47"E 330.73'
S17°22'13"E 333.69'
S72°37'47"W 330.73'
N17°22'13"W 333.69

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Santa Fe Civic Housing Authority Lease (2nd Amendment)**

Description: **Lease agreement between the City of SF and SF Civic Housing Authority. to allow non-housing uses for a specific part of the property, as shown on the survey exhibit.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **05/01/2022** Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **2** to the Original Contract / Lease # **13-0635;14-1220**

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   Original Lease Agreement: July 16, 2013
   Amendment #1: December 2014
   Amendment #2: May 2022

3. Procurement History: **N/A**
   Purchasing Officer Review: _____ Date: 5/25/22.
   Comment & Exceptions: No Procurement. Department must obtain Sigs for SFC.

4. Funding Source: **AHTF** Org / Object: **2572750.470500** N/A.
   Budget Officer Approval: _____ Date: 5/25/22
   Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CoverMemo SFCHA_Hopewell_Lease_Amendment

Final Audit Report 2022-04-25

Created:	2022-04-25
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbUGbv6g3TrmRu6N40-OjfSuEJjqUtuSb

"CoverMemo SFCHA_Hopewell_Lease_Amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2022-04-25 - 8:34:29 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2022-04-25 - 8:35:34 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2022-04-25 - 11:01:35 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2022-04-25 - 11:01:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2022-04-25 - 11:01:49 PM GMT

Adobe Acrobat Sign

ITEM # 13-0635

LEASE 1
BETWEEN
CITY OF SANTA FE
AND
SANTA FE CIVIC HOUSING AUTHORITY

Basic Lease Information

EFFECTIVE DATE:	As of June 12, 2013
LANDLORD:	CITY OF SANTA FE
TENANT:	SANTA FE CIVIC HOUSING AUTHORITY
PREMISES:	CERTAIN LAND SITUATED IN THE CITY OF SANTA FE, COUNTY OF SANTA FE, AND STATE OF NEW MEXICO, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A
ANNUAL BASE RENT:	DOLLARS ($1.00)
COMMENCEMENT DATE:	AS PROVIDED IN SECTION 5.1
TERM:	THE PERIOD BEGINNING ON THE COMMENCEMENT DATE AND ENDING ON THE NINETY NINTH ANNIVERSARY OF THE COMMENCEMENT DATE
LANDLORD'S ADDRESS:	CITY OF SANTA FE 200 Lincoln Avenue Santa Fe, New Mexico 87501 Attn:
TENANT'S ADDRESS:	SANTA FE CIVIC HOUSING AUTHORITY 664 Alta Vista Street, Santa Fe, New Mexico 87505 Attn: Executive Director

***

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, then the provision of the Lease prevails.

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.001

LEASE

THIS AMENDED AND RESTATED GROUND LEASE (this "Lease") dated as of _____, 2013 (the "Effective Date"), is by and between (i) CITY OF SANTA FE, ("Landlord"), whose address is 200 Lincoln Avenue, Santa Fe, New Mexico 87501; and (ii) Santa Fe Civic Housing Authority, a public body corporate and politic ("Tenant"), whose address is 664 Alta Vista Street, Santa Fe, New Mexico 87505. Landlord and Tenant are jointly referred to herein as the "Parties".

ARTICLE 1 - RECITALS

WHEREAS, Landlord is the owner of the real property on Exhibit A (the "Premises") which is comprised of all legal tracts of land associated with the Santa Fe Civic Housing Authority communities located in the City of Santa Fe, New Mexico, and as more particularly described on the attached Exhibit A (referred to herein as the "Premises"); and

WHEREAS, the Tenant currently operates and manages affordable housing units for low income residents which are distributed throughout the City of Santa Fe; and

NOW, THEREFORE, in consideration of these presents, and for One Dollar per year rent and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE 2 – INCORPORATION OF RECITALS

Section 2.1 Incorporation of Recitals

The Recitals are hereby incorporated into this Lease by reference and are made a part hereof.

Section 2.2 Leasehold Interest

(a) *Conditioned upon Tenant obtaining an award of Low Income Housing Tax Credits for the fiscal years 2013 or 2014 on or before August 31, 2014,* Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises and or any future developments that are in excess of $50,000 and are in accordance with Article 14 herein, upon the terms and conditions stated herein, subject only to the Permitted Encumbrances described herein at Exhibit B and to any duties and/or encumbrances created under the Prior Lease which survives the execution of this Lease, if any. *In the event Tenant is successful in obtaining an award of Low Income Housing Tax Credits, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.*

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Land Records Corp. FA ALB11878 SF 1715128.002

(b) Tenant shall have the right to pass and re-pass over all existing ways and public areas located on the Premises or providing public access thereto, and to connect to and use all utilities and service conduits and facilities that service the Premises, and to Tenant's compliance with the requirements of applicable law pertaining to any such use, including, without limitation, obtaining the approvals of any regulatory body with authority over such use and the payment of any fees therefore.

Section 3.2 Landlord Cooperation

Landlord agrees to cooperate with Tenant regarding the creation and/or extension of land use restrictions and other encumbrances on the Premises required by the RAD conversion project guidelines or the New Mexico housing credit agency responsible for administering the LIHTC program, and/or such other agencies providing financing for affordable housing development, subject to Landlord's duties in its capacity as a civic and permitting authority to protect the public interest and to ensure compliance with city ordinances.

Section 3.2 Compliance with Laws

Tenant agrees to undertake and carry out the RAD conversion project guidelines and to operate the Premises as Project Based Rental Assistance (PBRA), Citation 77, FR 43650-43855 in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Premises.

Section 3.3 Approvals, Permits and Licenses.

Tenant shall apply for, or cause to be applied for, and prosecuted, with reasonable diligence, all necessary approvals, permits and licenses required for the RAD Program, and/or the construction, development, use and occupancy of the Premises or future development of the Premises. Landlord shall cooperate with Tenant as may be reasonable necessary to facilitate Tenant's activities hereunder, subject always to Landlord's duties in its capacity as civic and permitting authority to protect the public interest and ensure compliance with city ordinances.

Section 3.4 Ownership of Development

Landlord and Tenant acknowledge and agree that Tenant, during the Term of this Lease, be the owner of the improvements compromising the Premises currently and any future development, and as such, Tenant shall be entitled to all depreciation deductions and low-income housing tax credits or other benefits for income tax purposes relating to any future development during such Term.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

Section 4.1 Landlord's Representations and Warranties

Landlord hereby represents and warrants to the Tenant that:

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(a) The Landlord owns, fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies or agreements and other matters affecting title, subject to the Permitted Encumbrances listed at Exhibit B and to any covenants, restrictions, and/or other obligations imposed on Landlord by reason of the Prior Lease.

(b) As of the Commencement Date, there is no unpaid special assessment assessed by Landlord, or of which Landlord is otherwise aware, for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Premises.

(c) The person signing this Lease on behalf of Landlord is authorized duly and validly to so sign.

Section 4.2 Tenant's Representations and Warranties Tenant hereby warrants and represents to Landlord that:

(a) Tenant is, and as of the Commencement Date will be, duly organized and lawfully existing under the laws of the State of New Mexico.

(b) Tenant has, and as of the Commencement Date will have the full right, power and authority to make, execute, deliver and perform this Lease.

(c) The person signing this Lease on behalf of Tenant is authorized duly and validly to so sign.

ARTICLE 5 – TERM

Section 5.1 Effective Date; Commencement Date

This Lease shall become effective on the date it is approved in writing by the City Council (the "Effective Date").

Section 5.2 Term of Lease

The term of this Lease ("Term") shall be for a period of Ninety-nine (99) years commencing upon the date this Lease shall become effective (the "Commencement Date"), and ending on the last day of the month during which the Ninety-ninth (99^{th}) anniversary of the Commencement Date occurs, subject to earlier termination as contemplated herein.

ARTICLE 6 – RENT

Section 6.1 Annual Base Rent

The annual base rent ("Base Rent") shall be One Dollars ($1.00) per annum. The parties acknowledge and agree that the rent for the entire Term equal to Nine Hundred Ninety Dollars ($99.00) has been paid by Tenant to Landlord at the time of execution of this Lease, and that no rent shall be hereafter due, unless otherwise required hereunder.

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Section 6.2 Additional Rent In order that the Base Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay, as Additional Rent, without notice or demand and without set-off, abatement, suspension or deduction, all taxes, payment in lieu of taxes, betterment assessments, water and sewer rents and charges, liens, insurance, maintenance, repairs, utilities charges, all other operating expenses, and all other customary costs, general and special, which are due and payable during the Term hereof at any time imposed or levied against the Premises and/or the Future Development, provided, however, that the term "Additional Rent" shall not include any income tax, capital levy, estate succession, inheritance, transfer or similar taxes of Landlord, or any franchise tax imposed upon Landlord, or any income, profits or revenue tax, assessment or charge imposed upon rent received by Landlord under this Lease by any governmental authority, Tenant will furnish to the Landlord, upon request once per year concurrently with the Landlord's annual receipt of Tenant's audited financial statements, proof of payment of all items referred to in this Section 6.2 which are payable by Tenant; provided, that Tenant will in addition furnish to the Landlord proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefore. Additional Rent includes Real Estate Impositions defined as: "payments in lieu of taxes thereof in accordance with the provisions of applicable New Mexico law, and thereafter each installment of all public, special or betterment assessments levied or assesses by or becoming payable to Santa Fe County or any governmental authority having jurisdiction of the Premises and/or any future development, for or in respect of the Premises and any future development including payments in lieu of taxes (PILOT) pursuant to a cooperation agreement "", as well as real estate taxes upon the expiration of the PILOT, and all of the foregoing taxes and installments of assessments such as taxes and installments of assessments. Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay Real Estate Impositions and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of the discontinuing party's intent so to do and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any Real Estate Imposition received by Landlord. In the event the Tenant fails to make any payment referred to in this Section 6.2.1 when due, the Landlord shall have the right after 5 days notice to Tenant to make any such payment on behalf of the Tenant and charge the Tenant as Additional Rent therefore, plus the Base Interest Rate.

6.2.2 Utilities.

Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises, and/or any future development and shall not contract for the same in Landlord's name.

6.2.3 Other

The Tenant covenants to pay and discharge, when the same shall become due, as Additional Rent, all other amounts, liabilities, and obligations which the Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may

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be added for nonpayment or late payment thereof; and, in the event of any failure by the Tenant to pay or discharge the foregoing, the Landlord shall have all the rights, powers and remedies provided and as limited herein in the case of nonpayment of rent, and additionally. Landlord shall be entitled to pay the same, and collect the amount thereof from Tenant, as Additional Rent, plus the Base Interest Rate.

Section 6.2 Payments by Tenant upon Commencement of Construction of the Development.

Unless expressly set forth in this Lease otherwise, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises or the Future Development shall be the responsibility of Tenant.

ARTICLE 7 – TAXES; OPERATING EXPENSES

Section 7.1 Taxes.

Tenant will pay or cause to be paid (i) any real estate taxes which are assessed against the Premises by Landlord or any other taxing authority during the Term, or (ii) any payments to the extent required by a cooperation agreement or amendment thereto providing for payments in lieu of taxes ("PILOT") which is entered into by Tenant with Landlord or any other taxing entity during the Term. Tenant will pay or cause to be paid all real estate recordation taxes incident to this Lease, if any.

Section 7.2 Project Operating Expenses

Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance and repair of the Premises and the Future Development (collectively, the "Operating Expenses") during the Term.

ARTICLE 8 – INSURANCE

Section 8.1 Tenant's Insurance.

Tenant will, at its sole expense, obtain and keep in force during the Term of this Lease, adequate insurance to protect Tenant and Landlord from loss as follows:

(a) "All Risk" Coverage. Tenant will, at its sole expense (but nevertheless as a portion of Operating Expenses) obtain and keep in force during the Term, "all-risk" coverage insurance on the Development naming Tenant and Landlord as the insured, as their interests may appear, in the customary form in the City for buildings and improvements of similar character. The amount of such insurance will be set forth on an "agreed amount endorsement" to the policy of such insurance and will not be less than 100% of the full replacement value of the improvements on the Premises, as determined from time to time.

(b) General Liability. Tenant will, at its sole expense (but nevertheless as a portion of Operating Expenses) obtain and keep in force during the Term general liability insurance with

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limits of coverage in the maximum amount which the Landlord could be held liable under the New Mexico Tort Claims Act, for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability and broad property damage, with respect to the Premises or arising out of the maintenance, use or occupancy of the Development. Such insurance will insure the performance by Tenant of its indemnity obligations hereunder as to liability for injury to or death of persons and damage to property set forth in this Lease. Such insurance will not be noncontributing with any insurance that may be carried by Landlord and will contain a provision that Landlord, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(c) Umbrella liability insurance coverage on an occurrence form, covering losses in excess of the primary general liability, auto liability and employer's liability coverage, in amounts of such insurance carried by owners of comparable properties in the City of Santa Fe, or such other amount as may reasonably be required by the Landlord. If part of a master program, subject to annual aggregate limits, the umbrella limit shall be on a per-location basis.

(d) Workers' compensation insurance at the statutory limits and as required by law in respect of any work performed by Tenant's employees on or about the Premises and/or the Project.

(e) (75%) of the Project at the Premises are occupied, rent loss insurance on an all-risk and agreed amount basis, with the amount being sufficient to recover at least the total estimated gross receipts from all sources of income for the Premises and/or Project, or any part thereof including, without limitation, rental income, for a twelve-month period.

(f) Tenant shall require any contractor (or subcontractor thereof) or professional to carry commercial general liability, auto liability, workers compensation insurance with the scope of coverage and other provisions as described above. Such general liability and auto liability coverage shall include the Tenant and Landlord as additional insured. Tenant shall obtain and keep on file certificates of insurance which show that the contractor or subcontractor is so insured.

(g) Tenant shall require any architect, engineer, or other person entity providing professional services to Tenant and/or employed in connection with the maintenance of the Premises and/or the Project, or in the construction of other improvements, to carry professional liability (errors and omissions) insurance and valuable papers coverage in amounts reasonably acceptable to Landlord. Tenant shall obtain and keep on file certificates of insurance which show that the architect, engineer or other such professional is so insured.

(h) Other Matters. All insurance required in this Article and all renewals of it, will be issued by companies authorized to transact business in the State of New Mexico, and rated at least A+ Class X by Best's Insurance Reports (property liability). In a certificate of insurance, all insurance policies will be expressly provide that such policies will not be cancelled or altered without thirty (30) days' prior written notice to Landlord, in the case of "all-risk" coverage insurance, and to Landlord, in the case of general liability insurance; will to the extent

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obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained; and will, to the extent obtainable, contain a waiver by the insurer of its rights of subrogation against Landlord. Upon issuance, each insurance policy or a duplicate or certificate of such policy shall be delivered to Landlord. Tenant may satisfy its obligations under this paragraph by appropriate endorsements of its blanket insurance policies. All insurance required in this article and all renewals of it shall be written to become effective on the Commencement Date and shall be continued in full force and effect for the Term and shall contain terms providing that any loss covered by such insurance may be adjusted with the Tenant and Landlord, but shall be payable to the holder of any leasehold mortgage, who shall agree to receive and disburse all proceeds of such insurance. All such insurance shall contain such contingent liability endorsements as shall make such insurance congruent with the fire and extended coverage insurance required by this Section 8.1. The minimum coverages stated in this Section shall be reviewed annually by the Landlord and Tenant and shall be increased at such review if Landlord determines such increase is necessary to reflect inflation or changes in the nature or degree of risks insured.

(i) Delivery of Evidence of Insurance. Certificates of insurance for all insurance required of Tenant hereunder and evidence of the payment of all premiums of such policies shall be delivered to Landlord. All public liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such excess insurance, which failure continues for thirty (30) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall reimburse to Landlord, as a Landlord reimbursement, any costs associated with procuring such insurance.

Section 8.2 Landlord's Insurance.

Landlord shall obtain and maintain, at its sole cost and expense, general liability insurance with respect to the Premises.

Section 8.3 Waivers of Insured Claims

Each of the Landlord and the Tenant hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance.

Section 8.4 Notification of Accidents of Loss

In addition to notifying Tenant's insurer(s) in accordance with each policy, Tenant shall provide prompt written notice to Landlord as soon as reasonably possible of any accident or loss relating to the Premises, the Project, or any part thereof, likely to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) in 2007 inflation adjusted dollars.

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Section 8.5 Indemnity for Death, Injury, etc.

The Tenant agrees to pay and to defend, indemnify and hold harmless the Landlord, from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorney's fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, or its respective employees, agents, officers, shareholders, directors or other persons serving in an advisory capacity to it (such as monitoring committee members) or against the Project and/or Premises or any portion thereof, arising from: (a) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Premises or within the Project or on adjoining sidewalks, streets or ways, in each case arising out of the use, possession, ownership, condition or occupation of the Premises, the Project or any part thereof (but not of any property not expressly referred to above), from and after the date hereof; (b) violation by the Tenant, the Tenant's employees, agents, or approved subtenants, or invitees, or any of them, of any obligation of Tenant under this Lease, any Permitted Mortgage, and/or any one or more of the Governing Documents, and/or any restriction, statute, law, ordinance or regulation. The Landlord shall give the Tenant prompt notice of any written claim made or suit instituted against Landlord, relating to any matter which would result in indemnification pursuant to this Section 8.5, but the Landlord's failure to give such prompt notice to the Tenant shall not release Tenant from performing Tenant's obligations under this Section 8.5. The obligations of the Tenant under this Section 8.5 shall survive the expiration or any earlier termination of the Term of this Lease. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

ARTICLE 9 – USE OF PREMISES, COMPLIANCE WITH LAWS, AND COVENANTS APPLICABLE TO MULTI-FAMILY UNITS

Section 9.1 Permitted Use.

Tenant shall throughout the Term continuously use and operate the Premises, and/or any future development only for the following uses and such other uses as are reasonably and customarily attendant to such uses: the leasing of Multi-family mixed income rental units, including but not limited to, development, marketing for lease and leasing of Section Eight housing and the RAD Program. The Tenant agrees to operate the Premises and/or any future development in a manner which strictly satisfies the requirements of this Lease and the Applicable Housing Requirements.

Section 9.2 Compliance with Laws

Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises.

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.009

ARTICLE 10 – ENVIRONMENTAL CONDITIONS

Section 10.1 Tenant's Environmental Covenants.

Tenant acknowledges and agrees that it originally entered upon the Premises to construct the Existing Improvements in 1963 and 1964 and has occupied the Premises continuously thereafter. Except for claims relating to environmental matters that existed prior to such entry of Tenant upon the Premises, or that are attributable to the negligence of Landlord thereafter ("Excluded Claims"), Tenant agrees that, by the execution of this Lease, Tenant releases the Landlord of any claims it may have against the Landlord pursuant to applicable Environmental Laws, as the same are defined in Section 10.4(a) hereof, with respect to the Premises, the Existing Improvements, the Future Development, and all parts thereof. Subject only to the Excluded Claims, Tenant further acknowledges and agrees that in consideration of the rights and benefits granted to Tenant under this Lease, Tenant shall be responsible for carrying out in accordance with the requirements of such Environmental Laws any remediation required pursuant thereto of the Premises, the Existing Improvements, and the Future Development, and all parts thereof, at Tenant's sole expense, without recourse to the Landlord, and inclusive of the indemnification obligations of Tenant set forth hereunder. Except with respect to the Excluded Claims, Tenant hereby waives any right, remedy, or recourse against Landlord in regard to any environmental matters arising in regard to the Premises, the Existing Improvements, the Future Development, and all parts thereof. No representations, warranties or other covenants are made by the Landlord in regard to the condition of the Premises, and/or the Existing Improvements, and the Premises and the Existing Improvements are being provided to the Tenant hereunder in "AS IS", "WHERE IS", AND "WITH ALL FAULTS" condition. Tenant hereby waives any right, remedy, or recourse against the Landlord with respect to any environmental matters arising in regard to the Premises, the Existing Improvements, the Future Development, and all parts thereof Project. Without limitation of any of Tenant's other covenants, agreements, obligations, and indemnifications under this Lease, Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters and Hazardous Materials or Prohibited Substances (as hereinafter defined):

(a) Tenant, its agents, employees, and contractors shall comply with all applicable provisions of all Environmental Laws applicable to the Premises, the Existing Improvements, the Future Development, and Tenant's use of the Premises from the time it first entered upon the Premises to construct the Existing Improvements and under this Lease. All required governmental permits and licenses issued to Tenant, its agents, employees, and contractors and associated with the Premises, the Existing Improvements, and/or the Future Development shall remain in effect or shall be renewed in a timely manner, and Tenant, its agents, employees and contractors shall comply therewith.

(b) Tenant shall not itself, and Tenant shall not permit any other person, including, but not limited to, third parties with whom Tenant contracts in regard to this Lease, to bring onto the Premises any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction and occupancy of the Development on the Premises), or (iii) soil

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containing volatile organic compounds, polyaromatic hydrocarbons ("PAH"), lead, arsenic, or other compounds in concentrations that pursuant to applicable Environmental Laws may pose a significant risk to public health and/or safety (collectively (i)-(iii) are the "Prohibited Substances"). Tenant shall be liable for the consequences of, and responsible for removal and lawful disposal, at its sole expense, of any Hazardous Materials, Prohibited Substances, or both brought onto the Premises, resulting from a default under this Section. All soils brought onto the site for fill should be tested prior to acceptance/use.

(c) Tenant shall immediately notify Landlord, in writing and provide Landlord with copies of all forms, notices and other information received by or on behalf of Tenant, its agents, employees, and contractors concerning any releases, spills or other incidents relating to Hazardous Materials, Prohibited Substances, or both, or any violations of Environmental Laws at or relating to the Premises when and as supplied to any government agency. Tenant shall also comply with all laws, ordinances, regulations and orders of all governmental, regulatory and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect thereto.

Section 10.2 Landlord's Environmental Covenants.

Without limitation of any of Landlord's other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or Prohibited Substances, or any violations of Environmental Laws at or related to the Premises when and as supplied to any governmental agency.

Section 10.3 Tenant's Environmental Indemnity.

Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(a) Any Hazardous Materials, Prohibited Substances, or both which are first placed on, in, or under all or any portion of the Premises during the period defined herein as the Term, or during the period preceding the Term when Tenant occupied the Premises, with the exception of any Hazardous Materials, Prohibited Substances or both which are placed on, in, or under all or any portion of the Premises by Landlord, its agents, employees and contractors; or

(b) Any violation of any Environmental Laws by Tenant, its agents, employees, and contractors at or relating to the Premises, the Existing Improvements, the Future Development, and all parts thereof, which is not a condition existing prior to the original entry upon the Premises by the Tenant to construct the Existing Improvements.

Section 10.4 Environmental Definitions.

For the purpose of this Lease, the following definitions shall apply:

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(a) "Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42, U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect.

(b) "Hazardous Materials" means:

1) "Hazardous substances" as defined by CERCLA;

2) "Hazardous wastes," as defined as RCRA;

3) Any hazardous, dangerous or toxic chemical, waste, pollutant, containment or substance ("pollutant") within the meaning of any Environmental Law prohibiting limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

4) Petroleum crude oil or fraction thereof;

5) Any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof; or

6) Asbestos-containing materials in any form or condition, or polychlorinated biphenyls in any form or condition.

Section 10.5 Survival

The agreements, representations and warranties of Landlord and Tenant respectively in this Article 10 shall survive the expiration or early termination of this Lease.

ARTICLE 11 – ASSIGNMENTS, SUBLEASES AND TRANSFERS

Section 11.1 Consent Required.

(a) Assignment of Tenant's Interest(s). Tenant hereby acknowledges that Landlord has entered into this Lease because of Tenant's financial strength, goodwill, ability and expertise and that, accordingly, this Lease is one which is personal to Tenant, and Tenant agrees for itself and Tenant's successors and permitted assigns in interest hereunder that Tenant will not, other than by a Permitted Encumbrance/Mortgage, Exhibit B, directly or indirectly, transfer or assign this Lease or any of Tenant's rights or interest therein, to all or any part of the Premises or the Future Development, without the prior written consent of Landlord. Notwithstanding the foregoing, by Landlord's execution of this Lease, Landlord is deemed to have approved, subject to any applicable law, regulation, ordinance, or agreement between the parties hereto, (i) a transfer to a single-purpose Owner Entity created in order to finance the Future Development,

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provided that the Tenant is a general partner or otherwise exercises control of such Owner Entity; (ii) a transfer by Tenant to a mortgage under a Permitted Encumbrance/Mortgage in compliance herewith; (iii) an assignment or other transfer by such mortgage to a third-party purchaser in connection with a foreclosure sale under any such Permitted Encumbrance/ Mortgage, or acceptance by the mortgagee or its designee of a deed in lieu of foreclosure under the Permitted Encumbrance/Mortgage; and/or (iv) the lease to any Multi-family mixed income residential housing tenant or other qualified tenant of a unit in the Premises, or, any future development. Upon the granting of any Landlord consent, whether deemed or otherwise evidenced in writing, with respect to any transfer or assignment by Tenant, this Lease shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors, assigns, legal representatives, mortgagees under Permitted Encumbrance/Mortgages, and other transferees and, upon the assumption of all the assignor's obligations by the assignee or transferee, the assignor shall be released from any liability hereunder from and after the date of such transfer, and upon the written request of the assignor, Landlord shall execute and deliver to the assignor a release agreement in a form reasonably acceptable to the Landlord and assignor to evidence such release. Notwithstanding the foregoing, however, the assignor shall remain fully and conditionally liable for all obligations of assignor to have been performed under this Lease on or prior to the date of any such assignment or transfer; to the fullest extent that assignor would have been liable under this Lease if such assignment or transfer has not occurred. The provisions of this Section 11.1(a) shall survive each such transfer and the termination of this Lease.

(b) Any person to whom any assignment or transfer is made without such consent shall have no claim, right or remedy, whatsoever hereunder against Landlord and Landlord shall have no duty to recognize any person claiming under or through the same.

Section 11.2 Subsequent Assignment

In cases where Landlord's consent is required such consent to any one assignment will not constitute a waiver of the requirement that the Tenant obtain consent to any subsequent assignment.

Section 11.3 Request for Consent

If Tenant requests Landlord's consent to any assignment hereunder, Tenant shall provide to Landlord such information as Landlord may decide to reasonably require whether to grant such consent.

Section 11.4 Transfer by Landlord

(a) Landlord shall not transfer all or any part of its interest in the Premises without the prior written consent of the Tenant, which shall not be unreasonably withheld, subject only to the requirements of applicable law, regulation, ordinance, or public exigency, and otherwise to the terms of this Lease. Upon any such approved transfer, the transferee shall assume all of Landlord's obligations under this Lease. Landlord shall not transfer all or any portion of its interest in the Premises if the same would cause (i) a violation of any applicable laws or regulations, any material terms of this Lease, or any agreement or contract with respect to the

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Premises and/or any future development which is reasonably necessary to carry out Tenant's obligations hereunder or under applicable law and to which Tenant is a party or by which Tenant is bound, and of which Landlord has prior written notice, or (ii) a reduction in Tenant's receipt of operating subsidy for the Premises, unless such reduction is, or causes, a default by Tenant of its obligations hereunder, or otherwise under applicable law.

ARTICLE 12 – LEASEHOLD FINANCING

Section 12.1 Right to Mortgage

Subject to Landlord's consent, if required, and to the terms and conditions of this Lease, Tenant shall have the right from time to time to grant one or more mortgages of its interest in the Premises, and/or any future development (each, once approved, a "Permitted Encumbrance/Mortgage") as the same may reasonably be necessary to carry out, complete, operate, and/or maintain the same. Each such mortgage shall be subject to this Lease. The Tenant shall give prior written notice to Landlord of its intention to enter into any such mortgage, and shall provide Landlord with any such information as it may determine reasonably require whether to consent thereto. In no event shall Landlord ever be required to execute any such mortgage or any note secured thereby or any other obligation securing any such note, or to subordinate Landlord's fee interest in the Premises or any part thereof to any such mortgage. Tenant shall identify the name of each mortgagee ("Permitted Leasehold Mortgagee") for such portion of the Premises and the address (es) to which notices to the Leasehold Mortgagee are to be sent. Landlord agrees to execute any additional documents or further assurances as may be reasonably be requested by any Leasehold Mortgagee in connection with any Leasehold Mortgage permitted by this Article 12.

Section 12.2 Consent Required for Termination and Amendments.

No termination, cancellation, surrender, or material modification of this Lease by agreement between Landlord and Tenant shall be effective unless and until consented to in writing by such Permitted Leasehold Mortgagee, provided that such consent shall not be unreasonably withheld.

Section 12.3 Default Notice and Notice Provisions.

Landlord, upon providing Tenant with any notice of default under this Lease, shall at the same time send a copy of such notice to every Permitted Leasehold Mortgagee, provided, however, that the failure to provide such additional notices shall not invalidate any duly delivered notice to Tenant. From and after such notice has been given to the Permitted Leasehold Mortgagee, such Permitted Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.4 and 12.5 to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Tenant.

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Section 12.4 Notice to Permitted Leasehold Mortgagee

Anything contained in this Lease to the contrary notwithstanding, if any default shall occur and remain uncured beyond all applicable grace or cure periods of this Lease, which entitles Landlord to terminate this Lease as to all or any portion of the Premises to take any other remedial action against Tenant, Landlord shall have no right to terminate this Lease or take such remedial action unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify each Permitted Leasehold Mortgagee, if applicable, to the extent of Landlord's actual knowledge of their existence, of Landlord's intent to so terminate at least thirty (30) calendar days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least forty-five (45) calendar days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.5 shall apply if, during such thirty (30) or forty-five (45) calendar day notice period, any Permitted Leasehold Mortgagee:

(a) Notifies Landlord of such Permitted Leasehold Mortgagee's desire to nullify such notice; and

(b) Pays or causes to be paid all Additional Rent and other payments then due and in arrears applicable to the subject portion(s) of the Premises, as specified in the notice given to such Permitted Leasehold Mortgagee and which becomes due during such thirty (30) or forty-five (45) day period; and

(c) Complies or in good faith, with reasonable efforts, commences to comply with any non-monetary requirements of this Lease applicable to the subject portion(s) of the Premises then in default and except as provided in the following sentence, reasonably susceptible of being complied with by such Permitted Leasehold Mortgagee.

No Permitted Leasehold Mortgagee shall be required during such thirty (30) day or forty-five (45) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is (a) authorized by this Lease, and (b) junior in priority to the lien of the Permitted Leasehold Mortgage, if applicable, held by such Permitted Leasehold Mortgagee.

Section 12.5 Procedure on Default

If Landlord shall elect to terminate this Lease by reason of any default of Tenant, which default has not been cured within the applicable cure period, and the Permitted Leasehold Mortgagee, if applicable, shall have proceeded in the manner provided for by Section 12.4, the specified date for such termination as fixed by Landlord in its notice given pursuant to Section 12.4 shall be extended for a period of six (6) months, provided that the Leasehold Mortgagee shall be permitted to avail itself of additional cure periods as described at Section 12.4 and 12.5 provided that such Permitted Leasehold Mortgagee shall, during such six-month period:

(a) Pay or cause to be paid, the Additional Rent and any other monetary obligations of Tenant under this Lease, as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting (i) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this

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Lease or any part thereof which is junior in priority to the lien of the Permitted Leasehold Mortgage, if applicable, held by such Permitted Leasehold Mortgagee, and (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Permitted Leasehold Mortgagee; and

(b) Except to the extent enjoined and stayed, take steps to acquire or sell Tenant's interest in this Lease, by foreclosure of such Permitted Leasehold Mortgagee, or other appropriate means and prosecute the same to completion with reasonable efforts.

Section 12.6 Extension of Cure Period

If at the end of the six-month period specified in Section 12.5, such Leasehold Mortgagee, if applicable, is complying with Section 12.5(a), and provided that any Leasehold Mortgagee shall be permitted to avail itself of additional cure periods as described at Section 12.4 and 12.5, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease, by foreclosure of its Leasehold Mortgage or by other appropriate means with reasonable efforts. Nothing in this Article 12, however, shall be construed to extend this Lease beyond the Term. If any Leasehold Mortgagee is complying with Section 12.5, upon the acquisition of Tenant's interest in this Lease by such Leasehold Mortgagee or its designee, or any other purchaser at a foreclosure sale or otherwise and the discharge, by operation of law or otherwise, of any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which Tenant is obligated to satisfy and discharge by the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

Section 12.7 Right to New Lease

In the event that the Lease is terminated by Landlord, Landlord shall, if requested by Leasehold Mortgagee, if applicable, grant to the Leasehold Mortgagee a new lease on the following terms and conditions:

(a) In the event of the termination of this Lease prior to its stated expiration date, Landlord agrees that it will enter into a new lease of the Premises with any Leasehold Mortgagee, if necessary, including but not limited to a corporation or other entity formed by or on behalf of such Leasehold Mortgagee, for the remainder of the Term of this Lease effective as of the date of such termination, at the Base Rent and Additional Rent and upon the same covenants, agreements, terms, provisions, and limitations herein contained, provided (i) such Leasehold Mortgagee makes written request upon Landlord for such new lease within thirty (30) days from the date Landlord notifies such Leasehold Mortgagee of such termination and such written request is accompanied by payment to Landlord of all amounts then due to Landlord under this Lease but for such termination, (ii) such Leasehold Mortgagee pays or causes to be paid to Landlord at the time of the execution and delivery of such new lease any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination and pays or causes to be paid any and all expenses, including reasonable counsel fees, court costs, and costs and disbursements incurred by Landlord in connection with

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any such termination and in connection with the execution and delivery of such new lease and (iii) such Leasehold Mortgagee agrees to reinstate the lien and take the Premises subject to the loan of any other Leasehold Mortgagee which held a lien senior in priority to the lien of such Leasehold Mortgagee if such senior Leasehold Mortgagee had also requested a new lease and tendered the required payments(s).

(b) Any new lease made pursuant to this Section 12.7 shall have the same priority as this Lease (except with respect to any non-electing Leasehold Mortgagee) and shall be prior to any mortgage or any lien, charge or encumbrance of the fee of the Premises created by Landlord, except the Declaration of Restrictive Covenants, for a term of years equal to the balance of the Term of this Lease.

(c) Any permitted mortgage or deed of trust upon Landlord's interest in the Premises and any action by such mortgagee or trustee or beneficiary of such deed of trust by way of receivership, foreclosure, exercise or power of sale, or deed in lieu thereof shall be subject to this Lease and to the new lease to be given pursuant to this Section 12.7 and any mortgagee or holder of such mortgage or the beneficiary and trustee of any such deed of trust must recognize this Lease and any new lease and all rights of Tenant and each Leasehold Mortgagee hereunder and thereunder.

(d) The provisions of this Section 12.7 shall be self-operative and require no further action by the mortgagee of any mortgage or beneficiary and trustees of any deed of trust encumbering Landlord's interest in the Premises, the Development, or both, but upon request by Tenant or the Leasehold Mortgagee electing under Section 12.7(a), Landlord agrees to obtain from such mortgagee or beneficiary and trustees an instrument duly executed and acknowledged confirming the priority of such new lease.

Section 12.8 Assumption of Tenant's Obligations

For purposes of Articles 11 and 12, the making of a Leasehold Mortgage, if applicable, shall not be deemed to constitute an assignment or transfer of this Lease or Tenant's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but a Leasehold Mortgagee may become the holder of Tenant's leasehold estate and succeed to Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder, but only for so long as such purchaser or assignee is the owner of Tenant's interest in this Lease.

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Section 12.9 Non-Curable Defaults.

Nothing in this Article 12 shall require any Leasehold Mortgagee, if applicable, or its designee as a condition to the exercise of rights provided under this Article 12 to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee as such susceptibility is reasonably determined solely by Landlord. The foregoing shall not be deemed to excuse any Leasehold Mortgagee from performing covenants relating to the condition of the Development on the Premises, operation in compliance with applicable Multi-family housing, or other similar matters requiring access control, or both of the Premises, from and after such time as such Leasehold Mortgagee acquires Tenant's interest in this Lease by foreclosure or otherwise.

Section 12.10 No Merger.

So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 12.

Section 12.11 Landlord's Fee to Remain Unsubordinated

Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate fee title of Landlord in the Premises or any rights of Landlord in this Lease to the leasehold estate of Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner subordinate the fee title of Landlord in and to the Premises or interest of Landlord under this Lease.

Section 12.12 Sale of Premises

In the event of any sale or conveyance of the Premises by Landlord, any such sale or conveyance of all or any part of the Premises shall be subject to this Lease and all of the provisions hereof, and notice of such sale shall be provided each Leasehold Mortgagee.

ARTICLE 13 – MAINTENANCE AND REPAIR

Section 13.1 Tenant's Obligations

Tenant will, at its sole cost and expense, maintain or cause to be maintained the Premises and/or any future development (the "Developments"), reasonable wear and tear excepted, and make or cause to be made repairs, restorations, and replacements to the Developments, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural roof, walls, and foundations, and the fixtures and appurtenances to the Developments as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements of the Developments, as elected by Tenant, will be in quality and class either

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equal to the original work or installations, or otherwise consistent with the standard then applicable to comparable residential projects within the Santa Fe Metropolitan Statistical Area at such time, but in no event of less quality or class than the any applicable regulatory agreement between Landlord and Tenant.

ARTICLE 14 – OWNERSHIP AND ALTERATIONS

Section 14.1 Ownership of Any Future Development Any future development shall be or become part of the Premises upon Substantial Completion of construction (regardless of whether the Premises and the Project are referred to separately in this Lease), and such future development and any and all subsequent additions, substitutions and/or fixtures therein shall be owned by Tenant until the expiration or earlier termination of the Term, and during the Term and for the years in which the Term begins and ends, the Tenant alone shall be entitled to any tax and amortization attributes thereof, including, but not limited to, depreciation deductions and, if applicable, any tax credits thereon for income taxes purposes. At the expiration or earlier termination of the Term or any potion thereof under any provision of this Lease, the Tenant shall peaceably leave, quit, and surrender the Premises and/or any future development, or the portion thereof so terminated, in accordance with Section 15.1 hereof.

Section 14.2 Alterations.

Tenant shall not make any future development such as any alterations, improvements or additions to the Premises having a cost greater that Two Hundred Thousand and 00/100 Dollars ($200,000.00) or demolish any portion of the Premises as exist thereof, without first presenting to Landlord complete plans and specifications therefore and obtaining Landlord's consent thereto (which consent shall not unreasonably be withheld so long as, in Landlord's judgment, such alteration, Improvement, addition or demolition will not violate the Applicable Multi-family Housing Requirements or this Lease, or impair the value of the Premises). Any improvements made to the Premises by either party hereto shall be made only in a good and workmanlike manner, using new materials of the same general quality as the original improvements, and in accordance with all applicable building codes and the Applicable Multi-family Housing Requirements.

Section 14.3 No Liens.

Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies, or renting any equipment to the Tenant or any of its contractors or subcontractors in connection with the construction and/or demolition, furnishing, repair, maintenance, or operation of the Premises and/or any future development and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to the Landlord, or pay or cause to be paid in full forthwith, any lien, security interest, or other encumbrance incurred in connection therewith, whether due to the actions of the Tenant, or any person under control of the Tenant, against the Premises and/or any future development, other than a Permitted Encumbrance/Mortgage pursuant to Section 12.1 hereof.

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Tenant shall have the right to contest any such lien or encumbrance by appropriate proceeding which shall prevent the collection of or other realization upon such lien, security interest, or encumbrance so contested, and the sale, forfeiture, or loss of the Premises and/or any future development to satisfy the same, provided that such contest shall not subject the Landlord to the risk of any criminal liability or civil penalty, and provided further that the Tenant shall give such reasonable security as may be requested by the Landlord to insure payment of such lien, security interest, or encumbrance, and to prevent any sale or forfeiture of the Premises and/or any future developments by reason of such nonpayment, and the Tenant hereby indemnifies the Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by the Tenant pursuant to this Section 14.3, the Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event the Tenant fails to make such payment, the Landlord shall have the right after five (5) days notice to Tenant to make any such payment on behalf of the Tenant and to charge the Tenant therefore.

Nothing contained in this Lease shall be construed as constitution the consent or request of the Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair, or demolition of or to the Premises and/or any future development, or any part thereof through or under the Tenant, and no liens, security interest, or encumbrance for any such labor, services, or materials, shall attach to or affect the interest of the Landlord in and to the Premises and/or any future development, or any part thereof.

Any such lien, security interest or other encumbrance that is not released or bonded within thirty (3) days of the date it becomes effective shall constitute an Event of Default under Section 17.2.

ARTICLE 15 – SURRENDER

Section 15.1 Expiration of Term

At the expiration or earlier termination of the Term or any portion thereof under any provision of this Lease, the Tenant shall peaceably leave, quit, and surrender the Premises and/or any future development, or the potion thereof so terminated, subject to the rights of subtenants in possession under leases with Tenant; provided that, subject to the rights of the subtenant under such subleases, such subtenant is not in default thereunder beyond any grace period provided therein, and attorney to Landlord as such subtenant's lessor. Subject to the rights of the Landlord, upon such expiration or termination, the Premises, the future development, and all portions thereof so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear, and, in the event of casualty, to the provisions of Article 16 hereof. In connection with the foregoing, the Landlord shall be entitled to cause the fee interest in the Premises and the leasehold interest in the Premises to be separate, rather than have the two merged. Tenant may remove any movable equipments or furniture from any rental management office on the Premises, provided that no federal funds were used to acquire such furniture, equipment, or both.

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ARTICLE 16 – CASUALTY, CONDEMNATION

Section 16.1 Damage or Destruction to Premises

Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Developments or any portion thereof. Subject to Section 16.2 below, if during the Term of this Lease, the Developments shall be damaged or destroyed by casualty, Tenant shall repair or restore the Developments so long as it is lawful, and all Leasehold Mortgagees agree that it is feasible to do so and adequate insurance proceeds are made available to Tenant to complete such repairs and restoration. Upon the occurrence of any such casualty, Tenant, promptly and with all due diligence, shall, apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, for the benefit of any Leasehold Mortgagees, if applicable. In the event that more than twenty percent (20%) of the value of the Developments, the Premises, or both are damaged or destroyed, and Tenant shall determine, subject to the rights of the holders of any Leasehold Mortgage, if applicable, and shall notify Landlord in writing within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Premises to substantially the same condition in which they existed prior to the occurrence of such casualty, Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender possession of the Premises to Landlord immediately and assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title, and interest in and to the proceeds from Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagees, as referenced in Section 16.2 below.

Section 16.2 Distribution

In the event that this Lease is terminated (in whole or in part) pursuant to Section 16.1, the insurance proceeds received as the result of the subject casualty shall be distributed and disbursed as provided in applicable Multi-family housing regulations.

Section 16.3 Condemnation

(a) If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises cannot be used by Tenant in a commercially reasonable manner for the purposes for which they were used immediately before the Taking, then this Lease shall, at Tenant's sole option, subject to the rights of any Leasehold Mortgagee, if applicable, terminate on the earlier of the vesting title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

(b) Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to this Article, this Lease shall continue in effect as to the remainder of the Premises and any future development, and the net amounts owed or paid to the parties or to which either of the parties may be or become entitled by reason of any Taking pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in

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collecting such award or payment (the "Net Condemnation Award") shall be distributed and disbursed as provided in applicable Multi-family housing laws and regulations. However, if the distribution is not covered by one or more of the preceding instruments, then as follows: (i) first to any Leasehold Mortgagee in an amount sufficient to satisfy the terms and conditions of the Leasehold Mortgage, if applicable, if required, and (ii) to the extent permitted by the foregoing instruments, in accordance with subsection (d) below. Notwithstanding the foregoing, to the extent permitted in any Leasehold Mortgage, if applicable, the Net Condemnation Award shall be used by Tenant to make the remainder of the Premises a complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of any Leasehold Mortgage, if applicable. However, Tenant is not obligated to expend any sums to restore the Premises that are in excess of the Net Condemnation Award made available to it for that purpose.

(c) If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all Rent and other charges required herein except Operating Expenses attributable to the taken property, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

(d) If there is a Taking, whether whole or partial, Landlord (solely in its capacity as Landlord under this Lease and not in its capacity, if applicable, as maker of any loan to Tenant) and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, subject to the rights of any Leasehold Mortgagee, taking into consideration the fact that Landlord's interest in the Premises is limited to the land and the Development, for which Landlord shall have contributed an amount toward the construction thereof (the actual aggregate amount so contributed being referred to as the "Landlord's Contribution,") as encumbered by this Lease, and a reversionary interest in the Premises and the Development upon the expiration of the Term. If the Premises shall be restored as is contemplated in subsection (b) above, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any Net Condemnation Award. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated between them on a proportionate basis, taking into account the relative percentage of the Development that consists of the Mixed Finance Housing Units and the portion of Landlord's Contribution that has not been repaid to Landlord. If the Parties are unable to agree as to the exact percentage of such allocation or if such allocation is no longer applicable because of the repayment of Landlord's Contribution, and the Parties are unable to agree as to the amounts that are to be allocated to the respective interests of each party, then each party shall select an independent M.A.I. real estate appraiser (an "Appraiser"). Each Appraiser shall separately determine the amount of the balance of the Net Condemnation Award allocated to each party. If the percentage allocated to Landlord by one Appraiser is within ten percent (10%) of the percentage allocated to Landlord by the other Appraiser, then the two percentage allocations shall be averaged and such average percentage shall be the percentage allocated to Landlord, with the remaining percentage of the balance of the Net Condemnation Award to be allocated to Tenant. If the percentage allocated to Landlord by an Appraiser is not within ten percent (10%) of that allocated to Landlord by the other Appraiser, then the two Appraisers shall

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select a third appraiser, who shall independently determine the percentage of the balance of the Net Condemnation Award that should be allocated to each party, and the average of the percentages determined by the three Appraisers to be allocable to Landlord shall be the percentage that is allocated to Landlord and the remaining percentage of the balance of the Net Condemnation Award shall be allocated to Tenant.

(e) Landlord and Tenant agree that all then-existing Leasehold Mortgagees, to the extent permitted by law and to the extent their interests are affected by the Taking, shall be made a party to any Taking proceeding.

ARTICLE 17 – DEFAULT and REMEDIES

Section 17.1 Landlord's Right to Perform.

(a) Landlord's Option to terminate if Tenant does not receive LIHTC. If Tenant does not obtain an award of Low Income Housing Tax Credits for the fiscal years 2013 or 2014 on or before August 31, 2014, then Landlord may immediately terminate the Lease. In the event Tenant is successful in obtaining an award, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.

(b) Landlord's Option if Tenant fails to pay when due amounts payable. If Tenant fails to pay when due amounts payable by Tenant in accordance with Tenant's obligations under this Lease, then Landlord, after ten (10) calendar days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount, unless Tenant notifies Landlord in writing during such ten (10) calendar day period that Tenant is withholding the subject payment due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests. If Tenant fails to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after ten (10) calendar days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) perform such obligation, unless Tenant notifies Landlord in writing during such ten (10) day period that Tenant is withholding performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests or that Tenant has commenced the curing of such default within such ten (10) day period and continues to prosecute such cure in good faith until it has effected such cure.

(c) Additional Rent. All amounts which Tenant is obligated to pay pursuant to Article VI of this Lease, which if not paid may be paid by Landlord, and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such Tenant obligations will be payable by Tenant to Landlord within ten (10) calendar days after Landlord has notified Tenant in writing of the amounts incurred by Landlord on its behalf and shall constitute "Additional Rent," with interest accrued thereon at the rate equal to two percent (2%) above the prime rate

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then in effect, as published from time to time in the Wall Street Journal. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 17.2 Events of Default.

At the option of Landlord, the occurrence of any of the following events shall constitute and are defined as an "Event of Default" by Tenant:

(a) Tenant defaults in the due and punctual payment of any Base Rent or Additional Rent, and such default continues for fifteen (15) calendar days after written notice from Landlord, unless Tenant notifies Landlord in writing during such fifteen (15) calendar day period that Tenant is withholding the subject payment or performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests; or

(b) Tenant vacates (except by reason of casualty or condemnation) the Premises for a period of more than thirty (30) consecutive days, or abandons the Premises; or

(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged or bonded off within ninety (90) calendar days after its levy; or

(d) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, including without limitation the provisions of Article 12 hereof, and such breach continues for a period of thirty (30) calendar days after notice by Landlord to Tenant; provided, however, if the nature of the breach is such that it cannot be cured by Tenant reasonably within the period of thirty (30) calendar days, Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of thirty (30) days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured; or

(e) Tenant fails to complete construction of the Future Development by the completion date and in accordance with closing documents to be entered into by the Parties at a closing on the financing for the Development; or

(f) Tenants fails to operate and maintain the Multi-family mixed income rental properties in accordance with all Applicable Multi-family Housing Requirements; or

(g) A lien is placed on the Premises, with the exception of any Permitted Mortgages, if applicable, approved in writing by Landlord, that is not released or bonded no later than thirty (30) days of filing; or

(h) Tenant uses the Premises for uses other than the permitted use provided for in Section 9.1 herein; or

(i) Tenant makes any assignment in violation of this Lease.

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Section 17.3 Remedy

If any one or more Events of Default set forth in Section 17.2 occurs, and continues beyond the applicable grace or cure periods, then Landlord may, at Landlord's sole and exclusive remedy, at law or in equity, but subject in all respects to the rights of any holder of a Permitted Mortgage, if applicable, as set forth in Article 12 hereof, terminate this Lease by written notice to Tenant of its intention to terminate this Lease on the date (including any cure period described above) specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Premises and the Development will cease and the estate conveyed by this Lease shall re-vest in Landlord.

Section 17.4 Tenant's Right to Perform.

(a) Right to Perform Covenants. If Landlord shall, at any time, fail to perform any of its obligations hereunder or be in breach of any of its representations and warranties herein, Tenant shall, except in the event of an emergency, provide Landlord will notice of such default, and if Landlord does not commence action to cure any such default within the time period specified below after the giving of such notice, or immediately, in the event of an emergency, then Tenant may, without any obligation so to do and without waiving or releasing any obligation of Landlord contained in this Lease, take such actions and make such payment as may be necessary or appropriate to fulfill Landlord's obligations or otherwise cure any default of Landlord hereunder. In case of emergency, Tenant shall nevertheless make every effort to provide notice of default to Landlord. Where no emergency exists, and after giving notice to Landlord, Tenant shall allow Landlord ten (10) calendar days to commence a cure, unless Tenant's interests would be jeopardized by such delay.

(b) Costs and Expenses. All reasonable sums so paid by Tenant and all reasonable and essential costs and expenses incurred by Tenant in connection with the performance of any of the obligations of Landlord hereunder, or on account of any breach by Landlord of its representations and warranties herein shall be payable by Landlord to Tenant, but only after Tenant provides Landlord with invoices and other evidence of the amounts paid and essential expenses incurred by Tenant in connection with its reasonable exercise of its rights pursuant to this Article. In the event Landlord does not pay Tenant the amounts set forth in such invoices, then Tenant may withhold such amounts from the next installment of rent due under this Lease, until paid in full.

Article 17.5 Excusable Delay

Any time deadline or limitation shall be subject to extension for any delay that arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Landlord or Tenant. Examples of such cause include, without limitation, (a) acts of God, or public enemy, (b) acts or failure to act of other governmental entity in either their sovereign or contractual capacity, to the extent action by other governmental entity is required hereunder, provided that the party hereunder seeking such action by other governmental entity properly requests same in a timely manner and thereafter diligently pursues same, (c) acts or failure to act of a contractor in the performance of a contract with Landlord or Tenant, provided that the party hereunder seeking such action by the contractor property requests same in a timely manner and

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thereafter diligently pursues same, (d) fires, (e) floods, (f) epidemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the reasonable control and without the fault or negligence of Landlord or Tenant, as applicable, (l) delays caused by litigation commenced by someone other than Landlord, and Leasehold Mortgagees, and (m) unusual disruptions in financial markets.

ARTICLE 18 – MISCELLANEOUS

Section 18.1 No Brokers.

Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker or finder with regard to the Premises or this Lease.

Section 18.2 Recordation

Landlord and Tenant shall record a Memorandum of this Lease #1 among the Land Records of the County in the form provided herein as Exhibit C. At the expiration of the Term of this Lease, Tenant shall execute a quitclaim termination of its interest in this Lease.

Section 18.3 Time of Essence

Subject to Section 17.5 herein, time is of the essence of each and every provision of this Lease.

Section 18.4 No Waiver.

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. Neither payment by Tenant, nor receipt from Landlord, of a lesser amount than the Base Rent and Additional Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Base Rent and Additional Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Base Rent or Additional Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's rights to recover the balance of such Base Rent or Additional Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any parts of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Base Rent and Additional Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of assignee, subtenant, or occupant of Tenant, or a release of Tenant from the complete performance by Tenant to its covenants in this Lease.

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Section 18.5 Joint and Several Liability

The liability of Tenant under this Lease is limited to Tenant's interest in the Premises. Neither Tenant, nor any general or limited partner of Tenant, or any affiliate thereof, nor any officer, director, shareholder or employee of any of said entities, shall have any personal liability hereunder.

Section 18.6 Captions and Gender.

The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 18.7 Entire Agreement

Except for those that specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

Section 18.8 Amendment

This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant, the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition, and with the written approval of all Leasehold Mortgagees, if applicable, provided that no amendment shall impair the obligations of Tenant to develop and operate the Developments in accordance with the Applicable Multi-family Housing Requirements.

Section 18.9 Severability

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, of unenforceable provision as may be possible and be legal, valid, or enforceable provided such severability does not materially affect the basic understanding of the parties hereto as reflected in this Agreement.

Section 18.10 Notices.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when (i) received, if delivered by hand (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery services such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

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If to Tenant: Santa Fe Civic Housing Authority
664 Alta Vista Street
Santa Fe, New Mexico 87505
Attn: Ed Romero, Executive Director

With a copy to:

If to Landlord: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504-0909
Attention: Alexandra Ladd

With a copy to: City Manager

A party may change its address or to whom a copy should be sent by giving written notice to the other Parties as specified herein. Landlord shall also provide written notice to any Leasehold Mortgagee, if applicable, in accordance with Section 12.3.

Section 18.11 Waiver of Jury Trial

Landlord and Tenant may waive trial by jury, by mutual consent, in any action, proceeding or counterclaim brought by one against the other on all matters arising out of this Lease or the use and occupancy of the Premises.

Section 18.12 Cooperation

Landlord and Tenant agree that they will reasonably cooperate with one another in furtherance of the development of the Premises with the Future Development. In particular, Landlord recognizes that the varied sources of funding make it extremely difficult to anticipate every potential provision that may be required in this Lease. From time to time, Tenant may request modifications to the Lease reasonably necessary to satisfy the requirements of financing sources, which financing sources include without limitation, private lenders, equity sources, and governmental agencies. Landlord to the extent reasonably necessary to advance the Future Development, will accommodate such requests, and will not unreasonably withhold or delay its approval and execution of such modifications to this Lease, provided that they do not materially and adversely to the interests of Landlord alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, but not more frequently than once a year, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into. In addition, Landlord or Tenant, as the case may be, shall execute, acknowledge and deliver to the other and/or to each Leasehold Mortgagee, promptly upon request, its certificate certifying (i) that the Lease is unmodified and in full force and effect, (or, if there have been modifications, that this Lease is in full force and effect, as modified, and

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describing the modifications), (ii) the dates, if any, to which Base Rent and Additional Rent have been paid, (iii) whether there are the existing any charges, offsets or defenses against the enforcement by Landlord or Tenant to be performed or observed and, if so, specifying the same, (iv) whether there are then existing any defaults by Tenant or Landlord in the performance or observance by Tenant or Landlord of any agreement, covenant or condition hereof on the part of Tenant or Landlord to be performed or observed and whether any notice has been given to Tenant or Landlord of any default which has not been cured, and, if so, specifying the same, and (v) any other items reasonably requested by the Equity Investor or any Leasehold Mortgagee.

Section 18.13 Additional Releases, Utility Easements.

Landlord agrees that landlord shall not unreasonably withhold or delay Landlord's consent, and shall join with Tenant from tome to time during the Term in the following (provided, however, Landlord is not subject to any cost, expenses or fee, or other liability, in connection therewith): (a) the granting of easements affecting the Premises and the Future Development which are for the purpose of providing utility services for the same; and (b) the dedication or conveyance, as required, of portions of the Premises for road, highway and other public purposes to provided access for the Future Development or to permit widening of existing roads or highways. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section 18.13, Tenant shall give written notice to Landlord of the action to be taken, shall certify in writing to Landlord that such action will not adversely affect either the value or the use of the Premises, the Future Development, or any part thereof, and shall deliver all instruments required of Tenant by Landlord, and any mortgagee of the Premises.

Section 18.14 Governing Law and Venue.

This Lease will be governed by and construed in accordance with the internal laws of the State of New Mexico, without regard to principles of conflicts of laws. However, federal law shall apply to provisions required by federal statutes, regulations or guidelines.

Section 18.15 Binding Effect

This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of, and will be binding upon Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 18.16 Cumulative Rights.

Except, as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 18.17 Non-Merger

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the facts that the same person may acquire, own or hold, directly or indirectly, (i) this

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Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Development), and (ii) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Development), unless and until all persons, including any assignee of Landlord, having an interest in (a) this Lease or Tenant's estate created hereunder, and (b) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 18.18 No Third Party Beneficiary.

Nothing contained in this Lease or in any agreement or contract between the Parties, Landlord or Tenant be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture or any association.

Section 18.19 Quiet Enjoyment

Tenant, upon paying the Base Rent and Additional Rent and keeping, observing and performing all of the terms, covenants, agreements, provisions, conditions and limitations of this Lease on Tenant's part to be kept, observed and performed, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by anyone lawfully claiming by, under or through Landlord, subject, however, to the Permitted Encumbrances, reservations and conditions of this Lease.

Section 18.20 Counterparts.

This Lease may be executed in counterparts and all such counterparts shall be deemed originals and together shall constitute but one and the same instrument.

Section 18.21 Litigation Fees.

If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees and court costs, actually incurred by the successful litigant at trial and on any appeal.

Section 18.22 Limited Liability of Landlord

Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of any claims against Landlord, or its employees, agents, or assigns for the satisfaction of any claims, if permitted by law, arising pursuant to this Lease.

Section 18.23 Access

Tenant agrees to grant a right of access to Landlord, or any of its authorized representatives, during regular business hours with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

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Section 18.24 Disclaimer of Partnership Status

(a) Tenant and Landlord acknowledge that the proposed transfer to Tenant or to any other participating party in the Development, of Multi-family mixed income housing funds for the development and operation of the Premises covered under this Lease shall not be deemed to be an assignment of such funds. Accordingly, neither Landlord, nor any other participating party, shall succeed to any rights or benefits of Tenant. Tenant further agrees to include this disclaimer in each of its agreements or contracts with any partner, participating party, or any other party involving the use of said housing funds for the Developments.

(b) Nothing contained in in any agreement between Landlord and Tenant, nor any act of Landlord, shall be deemed or construed to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture involving the Landlord.

Section 18.26 Conflicts.

In the event of a conflict or inconsistency between any requirement contained in this Lease (or between any requirement contained in any document referred to in this Lease, including any Leasehold Mortgage, if applicable), and the Applicable Multi-family mixed income Housing Requirements, the Applicable Multi-family mixed income Housing Requirements shall in all instances be controlling.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first hereinabove written, with the specific intention that this Lease constitutes an instrument under seal.

WITNESSES:

Print Name: Rosalie Cardenas

Print Name: _____

LANDLORD

CITY OF SANTA a public body established pursuant to New Mexico Statutes

By: _____
David Coss, Mayor

Date Executed: 7/16/13, 2013

WITNESSES:

Print Name: Rosalie Cardenas

Print Name: _____

TENANT

SANTA FE CIVIC HOUSING AUTHORITY

By: _____

Date Executed: 7/23, 2013

CITY OF SANTA FE:

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Attest:

Yolanda Y. Vigil, City Clerk

Approved as to Form:

Geno Zamora, City Attorney 4/25/13

Approved:

Finance Director 7/16/13

STATE OF NEW MEXICO
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by David Coss, Mayor, City of Santa Fe a public body established pursuant to New Mexico Statutes.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2013

Notary Public, State of New Mexico

Rosalie Cardenas
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification ___
Type of Identification Produced_____

STATE OF NEW MEXICO
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 23rd day of July, 2013 by Ed Romero, Executive Director of Santa Fe Civic Housing Authority.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2013

Notary Public, State of New Mexico

Rosalie Cardenas
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification ___
Type of Identification Produced_____

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.032

EXHIBIT A

Legal Description

1237-1246 Senda del Valle & 1209-1219 Senda Lane:

Lots Nine (9) through Twenty (20), Block Three (3), Lots Eight (8) through Thirteen (13), Block Four (4), Lots Twelve (12) through Seventeen (17), Block Five (5), West View Subdivision, formerly known as Las Acequias, Phase 2, Unit 2, as shown on plat filed in the Office of the county Clerk, Santa Fe County, new Mexico on February 13, 1983, in Plat Book 195, page 031, as Document No. 670-659.

SUBJECT TO: Reservations, restrictions and easements of record and taxes for 1990 and subsequent years.

911 Agua Fria Street

Beginning at a point marked by an iron pipe, located on the northerly side of Agua Fria Street in the City of Santa Fe, New Mexico, from whence the southeasterly corner of the intersection of Oñate Street and Agua Fria Street bears S. 46^0 54' W., 92.4 feet distant; from said beginning point, thence S. 69^0 17' W., for a distance of 149.2 feet along the northerly side of said Agua Fria Street to a point marked by an iron pipe, this being the southwesterly corner of the tract herein described; thence leaving said Agua Fria Street, N. 20^0 26' W., for a distance of 216.6 feet to a point marked by an iron pipe; thence continuing N. 20^0 25' W., for a distance of 13.46 feet to a point on the southern boundary of Lot 13, all as shown by plat of survey of the Vincent F. Brown Subdivision. A copy of said plat being on file with The County Clerk of Santa Fe County, this said point being the northwesterly corner of the tract herein described; thence N. 76^0 05' E., for a distance of 31.14 feet to a point marked by an iron pipe this said point being the southeasterly corner of said lot 13; thence continuing N. 76^0 05' E., for a distance of 50.0 feet to a point marked by an iron pipe, this said point being the southeasterly corner of Lot 12; thence N. 81^0 41' E., for a distance of 106.2 feet to a point marked by an iron pipe; this said point being the northeasterly corner of the tract herein described.

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.033

1752-1788 Hopewell Street & 1750-1765 Mann Street

Beginning at the Southwest corner of the herein described tract marked by an iron pipe and being a point on the East boundary line of Capital Land & Townsite Addition and the West boundary of Zimmerman's Tract no. 296, from which a U.S.G.L.O. brass cap marking the one mile corner on the South boundary of the Santa Fe Grant bears South 07° 38' East 3153.50 feet, and a similar U.S.G.L.O. brass cap marking the Southwest corner of the Santa Fe Grant bears South 57° 26' West 5767.58 feet distant; thence from said beginning point and running along the East boundary line of Capital Land & Townsite Addition North 17° 30' West 711.20 feet to the Northwest corner of the tract herein described, being a point identical with the Northwest corner of Zimmerman's Tract No. 236; thence North 81° 30' East 2.3 feet; thence North 53° 45' East 133.4 feet; thence North 57° 47' East 20 feet; thence South 43° 17' East 44.1 feet; thence South 17° 30' East 74.90 feet; thence North 71° 18' East 45.63 feet; thence North 85° 50' East 55.56 feet; thence North 81° 38' East 75.63 feet; thence North 63° 10' East 131.41 feet to the Northeast corner of the tract herein described and being a point on the East boundary of Zimmerman's Tract no. 326; thence running along the East boundary of said Tract No. 326 south 7° 45' East 508.98 feet to the Southeast corner of the tract herein described; thence South 52° 31' West 409.67 feet to the place and point of beginning, being and intended to be a portion of Zimmerman's Tract no. 236, continuing 5.851 acres as shown on property line map Site "C" Alternate Revised Housing Authority of the City of Santa Fe, prepared by William E. Fields, Dated October 1962, Project no. (S) NM-9-A;

SUBJECT, HOWEVER, to the two following easements: (1) That certain easement in favor of Public Service Company of New Mexico, dated September 18, 1953, recorded in Book 84, at page 147 Miscellaneous Records of Santa Fe County, New Mexico; and (2) That certain easement in favor of City of Santa Fe for maintenance of a Santa Fe sanitary sewer line dated September 18, 1954, recorded in Book 114, at page 130 Miscellaneous Records of Santa Fe County, New Mexico.

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.034

1222-1265 Cerro Gordo Road

BEGINNING at the northwest corner of the tract herein described, a point on the southeasterly side of Cerro Gordo Road from whence H.C. No. 1 on the south boundary of the Salvador Gonzales Grant bears N. 31° 28' W., 173.50 feet; thence from said point of beginning along the east side of Cerro Gordo Road S. 44° 20' W., 58.30 feet to a point; thence S. 40° 25' W., 26.75 feet to a point; thence S. 16° 06' W., 88.40 feet to the southwest corner of the tract herein described which is a point at the east side of Cerro Gordo Road and the north side of a 14 foot access road; thence along the north side of said 14 foot access road S. 83° 47' E., 478.30 feet to a point; thence S. 85° 41' E., 155.95 feet to the southeast corner of the tract herein described which is a point at the north side of said 14 foot access road and the west side of South Armijo Lane; thence along the west side of South Armijo Lane N. 06° 18' E., 363.80 feet to the northeast corner of the tract herein described which is a point on the west side of South Armijo lane and the south side of Cerro Gordo Road; thence along the south side of Cerro Gordo Road S. 72° 26' W., 38.85 feet to a point; thence S. 56° 57' W., 79.10 feet to a point; thence S. 55° 57' W., 207.00 feet to a point; thence N. 86° 17' W., 298.80 feet to a point; thence S. 71° 43' W., 14.70 feet to the northwest corner, the point and place of beginning, containing 2.921 acres, more or less.

SFC CLERK RECORDED 08/15/2013

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1227-1265 Gallegos Lane

Tract "A"

BEGINNING at the southeast corner of the tract herein described, a point on the north right-of-way of Rosina Street from whence the center of a sanitary sewer manhole No. B1A-4 at the intersection of Rosina and Maclovia Streets bears N. 85° 21' E., 138.80 feet; thence from said point of beginning S. 71° 07' W., 110.10 feet to the southwest corner of the tract herein described which is the northeast intersection of Rosina Street and Gallegos Lane; thence along the east right-of-way of Gallegos Lane and along a curve to the right whose radius is 10.0 feet for an arc length of 16.38 feet and whose chord is N. 62° 03' W., 14.65 feet to a point; thence N. 15° 06' W., 208.93 feet to a point; thence N. 09° 19' W., 199.90 feet to a point; thence N. 14° 50' W., 207.72 feet to a point; thence along a curve to the right whose radius is 10.0 feet for an arc length of 12.62 feet and whose chord is N. 21° 19' E., 11.80 feet to the northwest corner of the tract herein described which is the southeast intersection of Gallegos Lane and Gallegos Drive; thence along the south right-of-way of Gallegos Drive N. 57° 28' E., 83.11 feet to a point; thence along a curve to the right whose radius is 821.11 feet for an arc length of 181.05 feet and whose chord is N. 63° 67' E., 180.68 feet to a point; thence N. 70° 06' E., 21.64 feet to the northeast corner of the tract herein described; thence S. 00° 02' E., 713.85 feet to the southeast corner, the point and place of beginning, containing 3.038 acres.

Tract "B"

BEGINNING at the northwest corner of the tract herein described, a point on the south right-of-way of Gallegos Drive from whence the center of a sanitary sewer manhole No. B1-9 bears N. 37° 49' E., 100.50 feet; thence from said point of beginning and along the south right-of-way of Gallegos Drive along a curve to the left whose radius is 304.49 feet for an arc length of 48.04 feet and whose chord is N. 69° 23' E., 47.85 feet to the northeast corner of the tract herein described, a point at the southwest intersection of Gallegos Drive and Gallegos Lane; thence along the west right-of-way of Gallegos Lane and along a curve to the right whose radius is 10.0 feet for an arc length of 16.95 feet and whose chord is S. 65° 37' E., 14.70 feet to a point; thence S. 14° 50' E., 186.94 feet to a point; thence S. 09° 19' E., 130.90 feet to the southeast corner of the tract herein described; thence West 110.07 feet to the southwest corner of the tract herein described; thence N. 14° 50' W., 202.00 feet to a point; thence N. 75° 10' E., 60.00 feet to a point; thence N. 14° 50' W., 91.54 feet to the northwest corner, the point and place of beginning, containing 0.701 acres.

With warranty covenants.

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Land Records Corp. FA ALB11878 SF 1715128.036

Exhibit B

Permitted Encumbrances

Current encumbrances upon the parcels include a Declaration of Trust (DOT) filed with HUD, entered into in accordance with Section 8 of the Annual Contributions Contract between HUD and the Santa Fe Civic Housing Authority, Inc. dated November 8, 1996, which restricts the leasing regulations of units located upon the property. It is not anticipated that any additional encumbrances will be identified as a result of a title search, scheduled for completion in May 2013. Future encumbrances will include restrictions on the use of the property as per the Low Income Housing Tax Credit program.

In the event Tenant is successful in obtaining an award of Low Income Housing Tax Credits, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.

SFC CLERK RECORDED 08/15/2013

LEASE
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
PAGES: 37

I Hereby Certify That This Instrument Was Filed for Record On The 15TH Day Of August, 2013 at 12:54:09 PM And Was Duly Recorded as Instrument # 1715128 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

1275793.2/010474.000000

EXHIBIT C

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is dated as of 6-12-13 by and between the City of Santa Fe, a public body established pursuant to the laws of New Mexico ("Landlord") and Santa Fe Civic Housing Authority., ("Tenant").

WHEREAS, Landlord is leasing to Tenant the premises more particularly described in Exhibit A attached hereto (the "Property"), pursuant to the "Lease"; and

WHEREAS, the term of the Lease is from the Commencement Date (as set forth in the Lease) to the last day of the month during which the Ninety-ninth (99th) anniversary of the Commencement Date occurs, subject to earlier termination as contemplated in the Lease; and

WHEREAS, the interest of Landlord in the Property shall not be subject to liens for improvements made by Tenant; and

WHEREAS, Landlord and Tenant by their signatures below do hereby agree that the foregoing accurately describes the Lease entered into by them.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Memorandum Ground Lease as of the date set forth above.

LANDLORD

CITY OF SANTA FE, a public body established pursuant New Mexico Statutes

By: _____

TENANT

SANTA FE CIVIC HOUSING AUTHORITY

By: _____

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SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.038

(3)

American Title Insurance Co. 1768 357942

ITEM # 14-1220

First Amendment to Lease
between
Santa Fe Civic Housing Authority, Inc.
and
City Of Santa Fe, New Mexico

This First Amendment to Lease ("Amendment") is made effective this 19 day of December 2014 (the "Effective Date"), by and between Santa Fe Civic Housing Authority, Inc., a New Mexico nonprofit corporation ("Tenant"), located at 664 Alta Vista Street, Santa Fe, New Mexico 87505, and the City of Santa Fe, New Mexico ("Landlord"), for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RECITALS

A. Tenant and Landlord entered into that certain Lease 1 dated as of June 12, 2013 (the "Lease") that leases the premises described therein consisting of land legally described on Exhibit A attached hereto (the "Premises").

B. Tenant intends to sublease a portion of the Premises (such portion, the "Subleased Premises") to Santa Fe Community Living, LLC, a New Mexico limited liability company ("Subtenant") pursuant to a Sublease to be dated on or about the date hereof (the "Sublease") for the purpose of constructing a multi-family residential project containing 120 units of residential housing in 56 buildings and appurtenant facilities, including two police units, which will be commonly known as Santa Fe Housing Apartments (the "Project").

C. Investor member of Subtenant (any such member, an "Investor Member") and lenders are providing funding for the development of the Project and require, among other things, notice and opportunity to cure defaults, a standstill provision in the Lease to prohibit termination of the Lease during the tax credit compliance period, consent to mortgage and certain lender rights, all as further described below ("Investor Member and Lender Rights").

D. Tenant and Landlord desire to enter into an amendment to the Lease, whereby, among other things, Landlord agrees to provide the Investor Member and Lender Rights

NOW, THEREFORE, in consideration of the foregoing, the covenants of the parties hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1) **Hopewell and Mann Streets**. Landlord acknowledges that Hopewell Street and Mann Street (together, the "Streets") are constructed through the Premises and are encompassed within the legal description of the Premises. Although neither such street has been formally dedicated to public use, such Streets are open to and used by the going public, including vehicular, pedestrian and other traffic. Notwithstanding anything to the contrary in the Lease,

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Land Records Corp. FA ALB11878 SF 1753609.001

including, without limitation, anything contained in Articles 8, 10 or 13, both parties agree that Tenant shall have no responsibility or liability for the maintenance, indemnification or insurance obligations relating to the Streets or for any claims, accidents, losses or death relating to or arising out of the Streets, including the going public's use thereof and traveling thereon.

2) **Section 9.1 (Permitted Use).** Section 9.1 is hereby amended by inserting the following definition of "Applicable Housing Requirements" at the end of such section:

> "For purposes of this Section, "Applicable Housing Requirements" shall mean any applicable HUD and New Mexico housing authority guidelines and requirements of the Rental Assistance Demonstration conversion program and project based rental assistance programs, as well as all requirements of the Low-Income Housing Tax Credit program under Section 42 of the Internal Revenue Code of 1986."

3) **Article 11 (Assignments, Subleases and Transfers).** Landlord hereby acknowledges that pursuant to Section 11.1(a) of the Lease, Landlord is deemed to have approved a transfer to a single-purpose Owner Entity created in order to finance the Future Development provided that the Tenant is a general partner or otherwise exercises control of such Owner Entity. Landlord hereby acknowledges and agrees that the sublease of the Subleased Premises to Subtenant constitutes such a transfer to a single-purpose Owner Entity created in order to finance the Future Development and further acknowledge Tenant exercise sufficient control of Subtenant, as Owner Entity, for purposes of Article 11 of the Lease. Landlord further acknowledges and agrees that the Project, as defined above, shall be recognized as a "Future Development" pursuant to the Lease.

4) **Article 12 Leasehold Financing.** Article 12 of the Lease is hereby amended as follows: (a) each reference to "Permitted Encumbrance Mortgage" shall include, without limitation, a mortgage of Subtenant's interest in the Premises, including pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Subtenant Deed of Trust") dated as of December ____, 2014, by Subtenant in favor of the deed trustee named therein for the benefit of Zions First National Bank, as trustee, whose address is Corporate Trust Services, 1001 17th Street, Suite 850, Denver, Colorado 80202 ("Bond Trustee"), and the Sub-Leasehold Provisions attached thereto as Exhibit D executed on behalf of Tenant, and (b) each reference to "Permitted Leasehold Mortgagee" shall include, without limitation, Bond Trustee. Landlord hereby consents to the Subtenant Deed of Trust and agrees that the rights given to a Permitted Leasehold Mortgagee under the Lease shall inure to Bond Trustee.

5) **Section 17.2 Events of Default.** Landlord hereby acknowledges and agrees that the "completion date" referenced in Section 17.2(e) of the Lease means April 1, 2016.

6) **Section 18.10 Notices.** Section 18.10 is hereby substituted and replaced with the following:

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Land Records Corp. FA ALB11878 SF 1753609.002

"Section 18.10 Notices.

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when (i) received, if delivered by hand (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery services such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

If to Tenant:	Santa Fe Civic Housing Authority, Inc. Attn: Ed Romero 664 Alta Vista Santa Fe, NM 87505 Facsimile: (505) 989-7786
With a copy to:	U.S. Bancorp Community Development Corporation 1307 Washington Avenue, Suite 300 Mail Code: SL MO RMCD St. Louis, MO 63103 Attn.: Director of LIHTC Project Management Facsimile: (314) 335-2601
If to Investor Member:	U.S. Bancorp Community Development Corporation 1307 Washington Avenue, Suite 300 Mail Code: SL MO RMCD St. Louis, MO 63103 Attn.: Director of LIHTC Project Management Facsimile: (314) 335-2601
If to Landlord:	City of Santa Fe 200 Lincoln Avenue P.O. Box 909 Santa Fe, NM 87504-0909
With a copy to:	City Manager.

A party may change its address or to whom a copy should be sent by giving written notice to the other Parties as specified herein. Landlord shall also provide written notice to any Leasehold Mortgagee, if applicable, in accordance with Section 12.3."

7) **Article 19 Notice to Investor Member and Standstill.** The following new Article 19 is hereby added to the Lease:

"Article 19
Notice to Investor Member of Defaults and Standstill

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In the event of any default of this Lease, Landlord shall provide notice to Tenant, Subtenant and the investor member of Tenant (any such member, an "Investor Member") with an opportunity to cure. If any default is not cured within thirty (30) days after written notice to Tenant, Subtenant and the Investor Member from Landlord, in the case of a monetary default, or within ninety (90) days after written notice to Tenant, Subtenant and the Investor Member from Landlord, in the case of a non-monetary default, in addition to all other rights and remedies Landlord may have, and subject to the terms hereof, Landlord may terminate this Lease and may take possession of the Premises: provided, however, that in the event of a non-monetary default which cannot be cured within such ninety (90) day period, if Tenant, Subtenant or Investor Member has commenced a cure and is diligently pursuing such cure, then Tenant, Subtenant or Investor Member, as applicable, may have such additional time as is reasonably necessary to cure such default so long as Tenant, Subtenant or Investor Member, as applicable, continues diligently to pursue such cure. Landlord agrees that the Investor Member shall have the right but not the obligation to cure any default hereunder and that any cure tendered by the Investor Member shall be accepted by Landlord on the same basis as though it were tendered by Tenant or Subtenant. Notices to Subtenant pursuant to this Article shall be addressed to Subtenant at the same address as Tenant for notice purposes.

Notwithstanding anything in this Lease to the contrary, the Landlord shall not terminate this Lease at any time for any reason during the tax credit compliance period as defined in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended."

5) **Severability.** If the application of any provision of this Amendment, or any paragraph, sentence, clause, phrase or word in any circumstance is held invalid, the validity of the remainder of this Amendment shall not be affected thereby, and the remainder shall be construed as if such invalid part were never included in the Amendment.

6) **Captions.** The captions in this Amendment are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Amendment nor in any way affect this Amendment.

7) **Entire Agreement.** This Amendment contains the entire agreement of the parties, and may not be modified or amended except by a writing signed by all of the parties hereto and the Investor Member.

8) **Successors and Assigns Bound.** This Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

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Land Records Corp. FA ALB11878 SF 1753609.004

IN WITNESS WHEREOF the parties have executed this First Amendment to Lease effective as of the above date.

LANDLORD:

THE CITY OF SANTA FE, NEW MEXICO

12-11-14

By:
Name: Javier M. Gonzales
Its: Mayor

ATTEST:

Yolanda Y. Vigil
City Clerk

STATE OF NEW MEXICO)
) ss.
CONTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 12 day of December, 2014, by Javier M. Gonzales Mayor, City of Santa Fe, a public body established pursuant to New Mexico statutes.

Roberta Catanach
Notary Public, State of New Mexico

OFFICIAL SEAL
Roberta Catanach
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4-19-2018

Roberta Catanach
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification __
Type of Identification Produced

SFC CLERK RECORDED12/22/2014

Land Records Corp. FA ALB11878 SF 1753609.005

TENANT:

SANTA FE CIVIC HOUSING AUTHORITY, INC., a New Mexico nonprofit corporation

By: Ed Romero
Ed Romero, Executive Director

STATE OF NEW MEXICO)
) **ss.**
CONTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 19th day of December, 2014, by Ed Romero, Executive Director of Santa Fe Civic Housing Authority, a New Mexico nonprofit corporation.

Notary Public, State of New Mexico

Amy Martinez
Print, Type or Stamp Name

OFFICIAL SEAL
Amy Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/9/2017

Personally Known ✓ or Produced Identification __
Type of Identification Produced

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Land Records Corp. FA ALB11878 SF 1753609.006

EXHIBIT A
Legal Description
Premises

SFC CLERK RECORDED 12/22/2014

Land Records Corp. FA ALB11878 SF 1753609.007

EXHIBIT 'A'

File No.: **1962994-SF01 (JML)**

Property: **1750-1788 Hopewell / 1750-1765 Mann, 1209-1219 Senda In /911 Agua Fria, 1224-1246 Senda de Valle, 1227-1265 Gallegos Ln/1222-1286 Cer, Santa Fe, NM 87505**

Parcel 1:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 3 and Lots 8, 9, 10, 11, 12 and 13 in Block 4 and Lots 12, 13, 14, 15, 16 and 17 in Block 5 of The Westview Subdivision, all as shown on plat entitled "LOT LINE ADJUSTMENT OF LOTS 9-15, 17-20, BLOCK 3, LOTS 13-17 BLOCK 5, & LOTS 8-13 BLOCK 4, OF THE WEST VIEW SUBDIVISION FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 6, T16N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on November 7, 2013, in Plat Book 765, Pages 044-045, as Instrument No. 1722518.

Parcel 2: (Agua Fria Street)

Lot 16 as shown on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF LOT 16, VINCENT F. BROWN SUBDIVISION FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 23, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on June 6, 2013, in Plat Book 758, Page 050, as Instrument No. 1708035 and more particularly described as follows:

Commencing at the Point of Beginning, being the Northeast corner of LOT 16, from whence Santa Fe control monument No. 26 bears N68°54'42"E a distance of 337.09', thence, leaving said point and place of beginning along the following courses:

South 08°14'11" East, a distance of 187.93 feet; thence
South 68°06'56" West, a distance of 52.74 feet; thence
South 21°51'00" East, a distance of 5.00 feet; thence
South 68°35'06" West, a distance of 94.64 feet; thence
North 20°27'37" West, a distance of 92.42 feet; thence
North 20°23'16" West, a distance of 57.24 feet; thence
North 20°26'06" West, a distance of 74.43 feet; thence
North 77°44'07" East, a distance of 33.67 feet; thence
North 76°05'00" East, a distance of 50.0 feet; thence
North 81°35'33" East, a distance of 50.02 feet; thence
North 81°26'34" East, a distance of 56.21 feet; to the Point of Beginning.

Parcel 3 (Hopewell & Mann Street)

SFC CLERK RECORDED 12/22/2014

Commencing at the Point of Beginning being the Northwest corner of the described area; thence North 72°37'47" East, a distance of 36.73 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 295.03 feet along the curve concave to the northwest, having a radius of 971.65 feet and a central angle of 17°23'50"; thence North 59°53'52" East, a distance of 143.49 feet; thence South 07°56'02" East, a distance of 142.83 feet thence South 72°18'48" West, a distance of 101.78 feet to the beginning of a curve concave to the northeast having a radius of 11.41 feet and a central angle of 70°58'38" and being subtended by a chord which bears North 59°36'47" West 13.24 feet; thence westerly and northwesterly along said curve, a distance of 14.13 feet; thence South 71°33'36" West, a distance of 18.92 feet; thence South 17°47'08" East, a distance of 63.82 feet to the beginning of a curve concave to the northwest having a radius of 5.65 feet and a central angle of 78°55'32" and being subtended by a chord which bears South 26°47'03" West 7.18 feet; thence southerly and southwesterly along said curve, a distance of 7.78 feet; thence South 73°48'52" West, a distance of 5.75 feet to the beginning of a curve concave to the southeast having a radius of 4.10 feet and a central angle of 90°11'32" and being subtended by a chord which bears South 32°45'43" West 5.81 feet; thence westerly, southwesterly and southerly along said curve, a distance of 6.45 feet; thence South 17°27'45" East, a distance of 94.24 feet; thence North 72°00'04" East, a distance of 25.17 feet; thence North 17°59'56" West, a distance of 4.49 feet to the beginning of a curve concave to the southeast having a radius of 5.89 feet and a central angle of 77°39'18" and being subtended by a chord which bears North 28°23'28" East 7.38 feet; thence northerly and northeasterly along said curve, a distance of 7.98 feet; thence North 72°17'49" East, a distance of 89.26 feet; thence South 07°56'02" East, a distance of 202.52 feet; thence South 52°05'14" West, a distance of 333.89 feet; thence South 51°55'59" West, a distance of 75.99 feet; thence North 17°37'11" West, a distance of 556.11 feet; to the Point of Beginning. And as shown on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF A PORTION OF ZIMMERMAN'S TRACT NO.236 FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 19, T10N, R7E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", prepared by Southwest Mountain Surveys, dated November 11, 2014 and designated Project No. C-2438A.

Parcel 4: (Cerro Gordo)

Commencing at the Point of Beginning, being the Northeast corner of the property herein described, from whence a manhole in the right of way of Cerro Gordo Road bears N 47°22'54"W, a distance of 34.94, thence leaving said point and place of beginning along the following courses; North 82°29'34" East, a distance of 35.51 feet; thence South 06°10'49" West, a distance of 353.85 feet; thence North 86°15'37" West, a distance of 76.84 feet; thence North 84°03'29" West, a distance of 481.32 feet; thence North 15°47'38" East, a distance of 108.96 feet; thence North 31°46'23" East, a distance of 10.07 feet; thence North 49°59'51" East, a distance of 54.68 feet; thence South 86°31'55" East, a distance of 309.85 feet; thence North 58°02'35" East, a distance of 258.52 feet; thence North 54°57'10" East, a distance of 35.41 feet; thence North 82°29'34" East, a distance of 35.51 feet to the Point of Beginning. And further shown as TRACT "A" on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF TRACT A, LOT 40, BLOCK 12 FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on June 6, 2013, in Plat Book 758, Page 040, as Instrument No. 1708033.

Parcel 5: (Tract A & B, Gallegos Lane)

Tract "A"

SFC CLERK RECORDED12/22/2014

Commencing at the Point of Beginning, being the southeast corner of Site "B", Tract "A"; thence South 71°09'15" West, a distance of 110.03 feet to the beginning of a curve concave to the northeast having a radius of 10.00 feet and a central angle of 94°11'34" and being subtended by a chord which bears North 62°06'58" West 14.65 feet; thence westerly, northwesterly and northerly along said curve, a distance of 16.44 feet; thence North 15°09'58" West, a distance of 208.93 feet; thence North 09°22'58" West, a distance of 199.90 feet; thence North 14°53'58" West, a distance of 207.72 feet to the beginning of a curve concave to the east having a radius of 10.00 feet and a central angle of 72°18'50" and being subtended by a chord which bears North 21°15'02" East 11.80 feet; thence northerly and northeasterly along said curve, a distance of 12.62 feet; thence North 57°24'02" East, a distance of 83.11 feet to the beginning of a curve concave to the southeast having a radius of 821.11 feet and a central angle of 12°37'40" and being subtended by a chord which bears North 63°46'06" East 180.61 feet; thence northeasterly and easterly along said curve, a distance of 180.97 feet; thence North 70°02'02" East, a distance of 21.50 feet; thence South 00°05'58" East, a distance of 713.87 feet; to the Point of Beginning. And further shown as SITE "B" TRACT "A", on plat entitled ALTA/ACSM BOUNDARY SURVEY OF SITE "B", TRACTS "A" & "B" FOR THE SANTA FE HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 33, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico, on June 6, 2013, in Plat Book 758, Page 049, as Instrument No. 1708034.

Tract "B"

Commencing at the Point of Beginning, being the southeast corner of Site "B", Tract "B"; thence South 89°56'02" West, a distance of 110.74 feet; thence North 14°39'54" West, a distance of 201.13 feet; thence North 75°29'39" East, a distance of 59.93 feet; thence North 14°47'16" West, a distance of 91.44 feet to the beginning of a curve concave to the south having a radius of 304.49 feet and a central angle of 9°00'48" and being subtended by a chord which bears North 69°32'46" East 47.85 feet; thence northeasterly and easterly along said curve, a distance of 47.90 feet to a point of cusp on a curve, from which the radius point bears South 21°52'59" East; thence easterly, southeasterly and southerly a distance of 16.21 feet along the arc of said curve concave to the southwest having a radius of 10.00 feet and a central angle of 92°51'28"; thence South 14°53'58" East, a distance of 184.56 feet; thence South 09°22'58" East, a distance of 131.99 feet; to the Point of Beginning. And further shown as SITE "B" TRACT "B", on plat entitled ALTA/ACSM BOUNDARY SURVEY OF SITE "B", TRACTS "A" & "B" FOR THE SANTA FE HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 33, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico, on June 6, 2013, in Plat Book 758, Page 049, as Instrument No. 1708034.

SFC CLERK RECORDED12/22/2014

A.P.N.

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

FIRST AMENDMENT
PAGES 10

I Hereby Certify That This Instrument Was Filed for Record On The 22ND Day Of December, 2014 at 03:19 13 PM And Was Duly Recorded as Instrument # 1753609 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Amended and Restated Lease Agreement Between Santa Fe Recovery Center, Inc. and the City of Santa Fe for the Premises Located at 1600 St. Michaels Drive. Extends Terms Through November 1, 2023 and Reduces Rent to Fair Market Rental Value Based on 2017 Appraisal Adjusted for Inflation. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

Committee Review:
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15601

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: **July 26, 2022**

To: **Economic Development Advisory Committee**
Finance Committee
Quality of Life
Governing Body

From: Lee Logston
Lee Logston (Jul 28, 2022 17:05 MDT)
Lee Logston, Asset Development Manager, Office of Economic Development

CC: Richard Brown Aug 16, 2022
Rich Brown, Director
Community & Economic Development Department

RE: **Amendment 3 to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc.**

EXECUTIVE SUMMARY:
Request approval of Amendment No. 3 ("Amendment") to Amended and Restated Lease Agreement, as amended, Between the City of Santa Fe and Santa Fe Recovery Center, Inc. for the premises located at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, extends the term of the lease through November 1, 2023, and reduces the rent to reflect a current fair market rental value based on a 2017 appraisal, which has been adjusted for inflation. The rental revenue funds will be applied to ORG/OBJ 5256175.460150.

BACKGROUND:
On August 15, 2018, the City of Santa Fe and Santa Fe Recovery Center, Inc. ("Lessee"), a New Mexico non-profit corporation, entered into a lease agreement to occupy City owned buildings located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design. If Amendment No. 3 is approved, Santa Fe Recovery Center will continue to operate at Midtown until November 1, 2023.

ACTION REQUESTED:
The Office of Economic Development respectfully requests your approval of Amendment No. 3 to the Amended and Restated Lease Agreement.

ATTACHMENTS:
Proposed Amendment No. 3 to the Amended and Restated Lease Agreement
Amendment No. 2 to the Amended and Restated Lease Agreement
Amendment No. 1 to the Amended and Restated Lease Agreement
Original Lease Agreement
Summary of Contracts
Procurement Checklist
Certificate of Insurance

AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 3. **LEASE TERM**
> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12.01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

> A. Base Rent. Lessee shall pay monthly Rent of $17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Lessor: CITY OF SANTA FE

By _____
JOHN BLAIR, CITY MANAGER

ATTEST:

By _____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Andrea Salazar
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM AH
AH

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
SHERMAN SNYDER, CHIEF FINANCIAL OFFICER

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 16 day of June 2022, by Sherman Snyder, _____.

Dee Ann Briceno-Roybal
Notary Public

My commission expires:

DEE ANN BRICENO-ROYBAL
Notary Public - State of New Mexico
Commission # 1080120
My Comm. Expires Jun 3, 2024

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

5. RENT

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Jan 22, 2021 20:03 MST)

_____ GC
GC
YOLANDA Y. VIGIL, CITY CLERK

GB MTG 12/16/2020

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.

_____
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

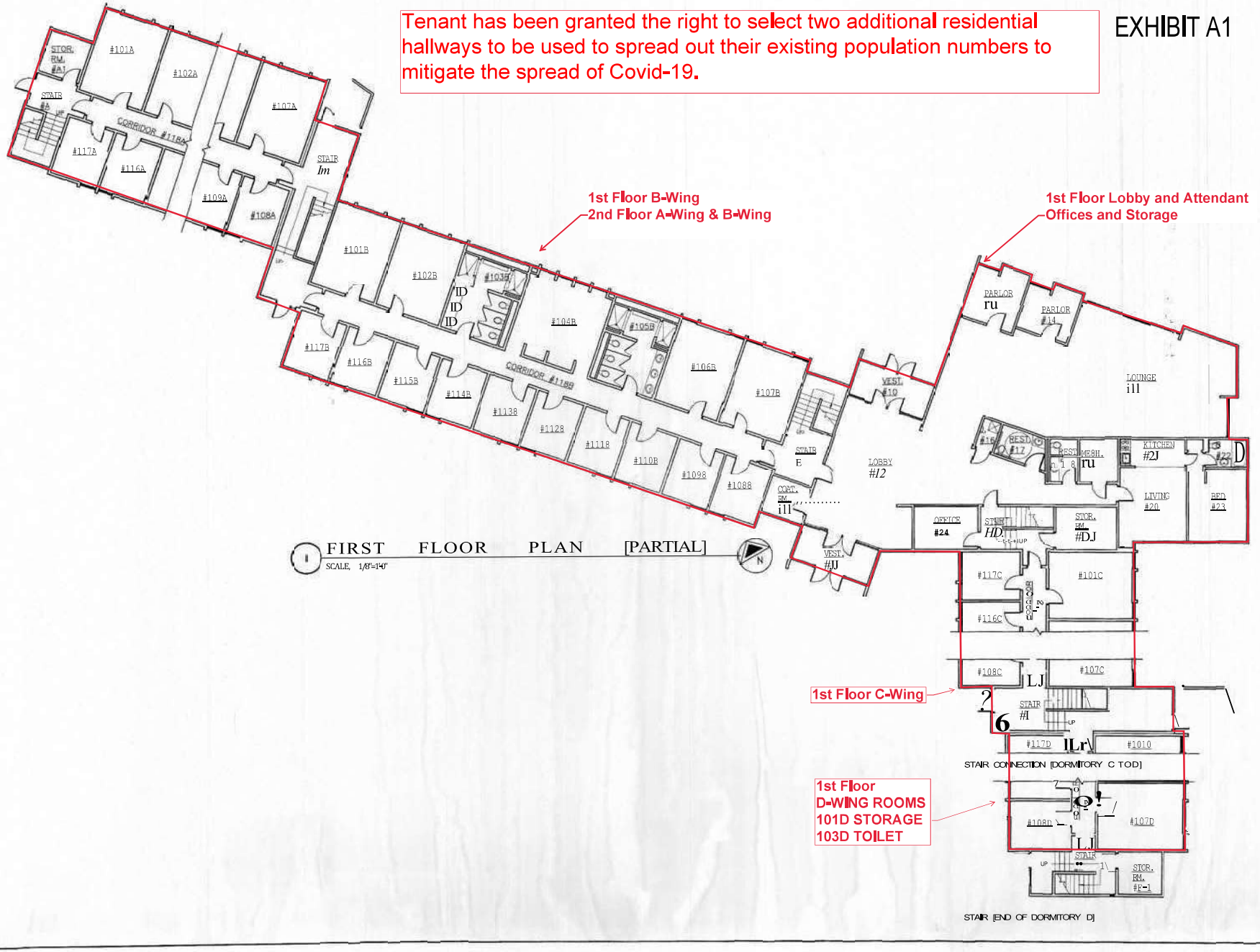
My Commission Expires: 9/27/21

_____
NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

EXHIBIT A1



FIRST FLOOR PLAN [PARTIAL]
SCALE, 1/8"=1'-0"

PLOT DATE
FILE NAME

CLIVER MICHAEL DUTY 1825
STATE OF NEW MEXICO REGISTERED ARCHITECTS

DUTY & HERMANA 9 ARCHITECTS

404 KIVA COURT STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) 438-[illegible]

REVISIONS,
NO. DATE BY

DATE,
DRAWN BY,
CHECKED BY,

SHEET
A2.0

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. **PREMISES**

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing. Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. **RENT**

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents **($31,312.38)** as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF SANTA FE)

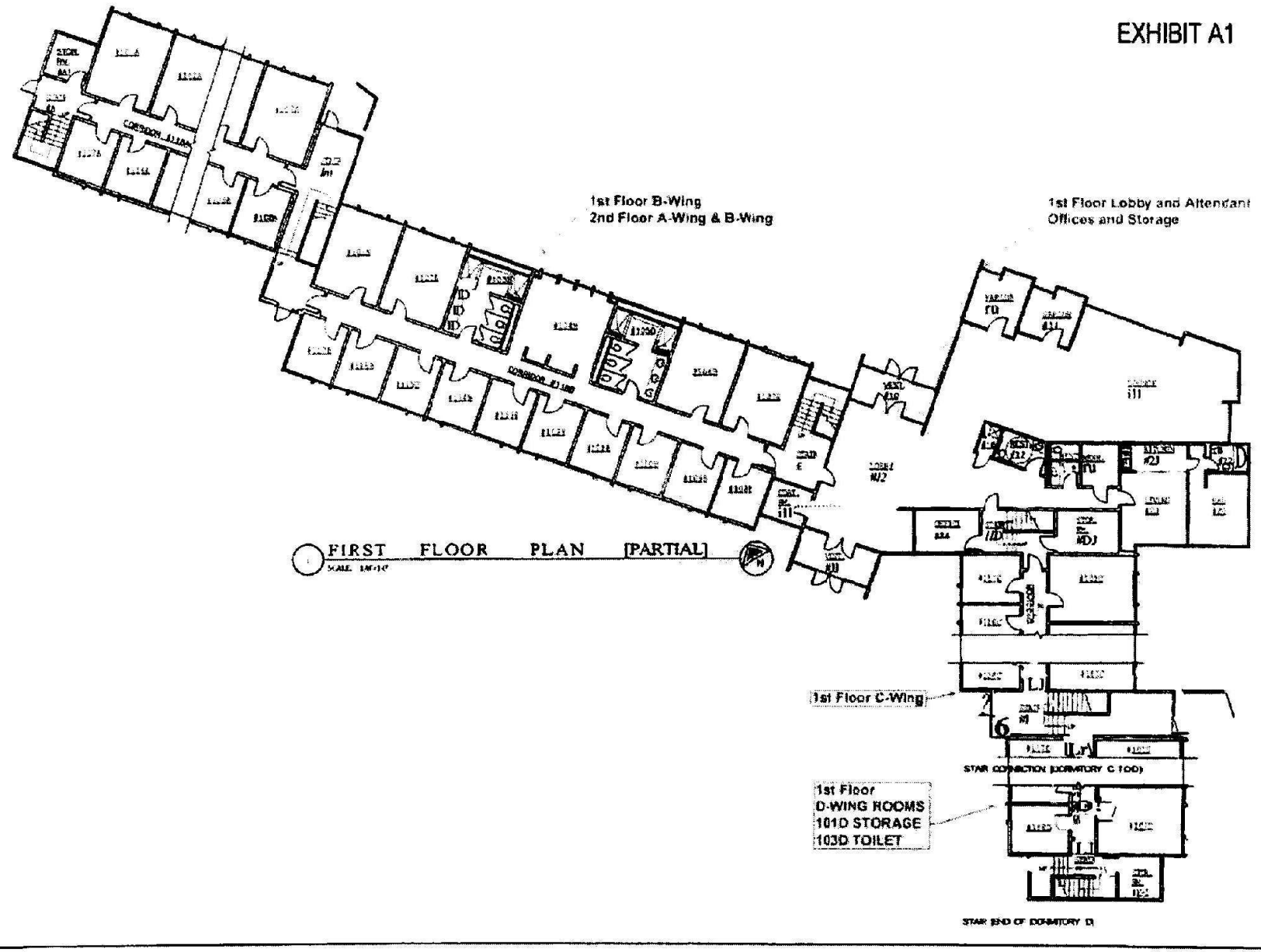
The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

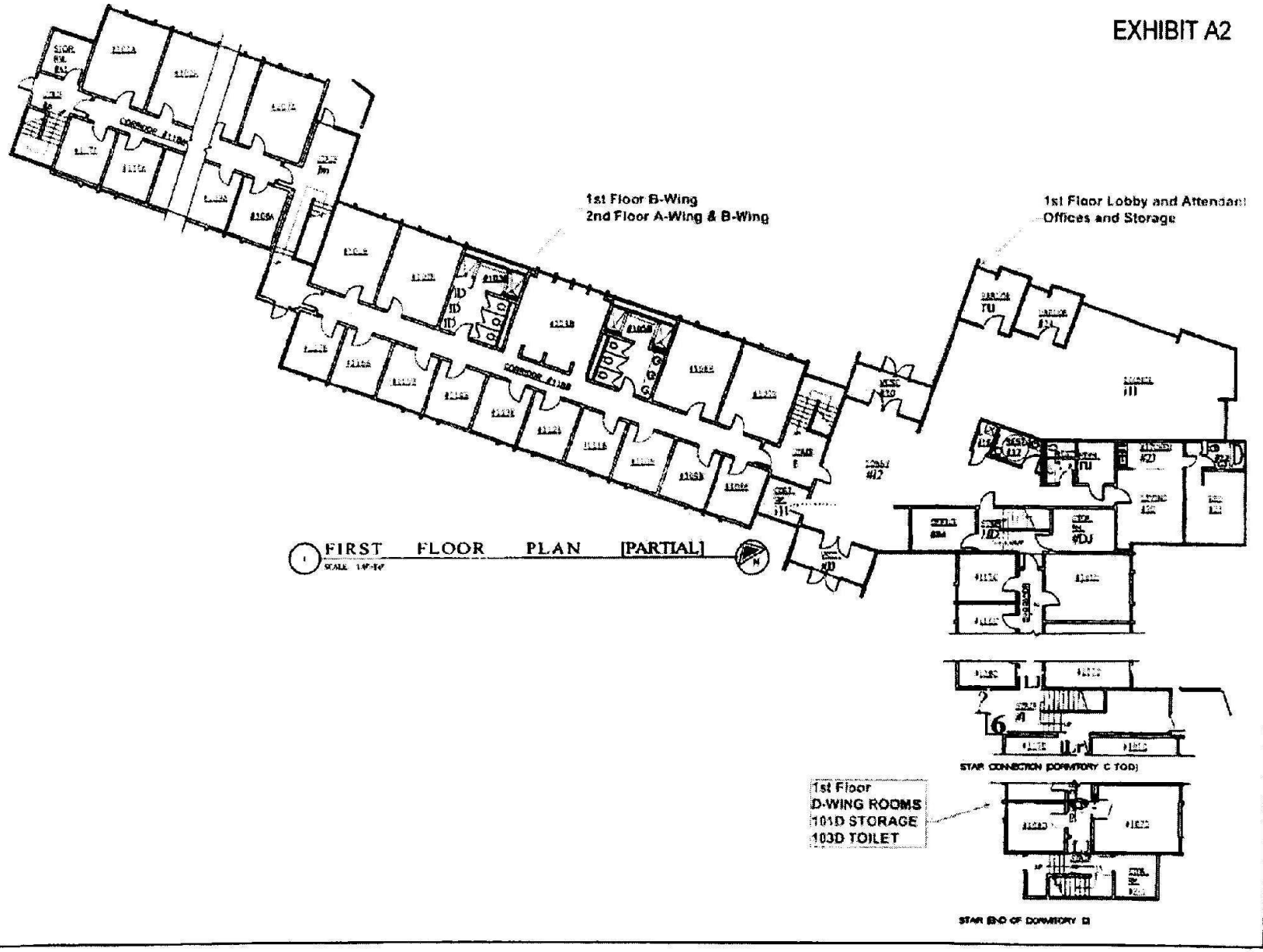
EXHIBIT A1



DUTY
GERMANA 9
ARCHITECTS

A2.0

EXHIBIT A2



A2.0

ITEM # 19-0872

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Comm 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

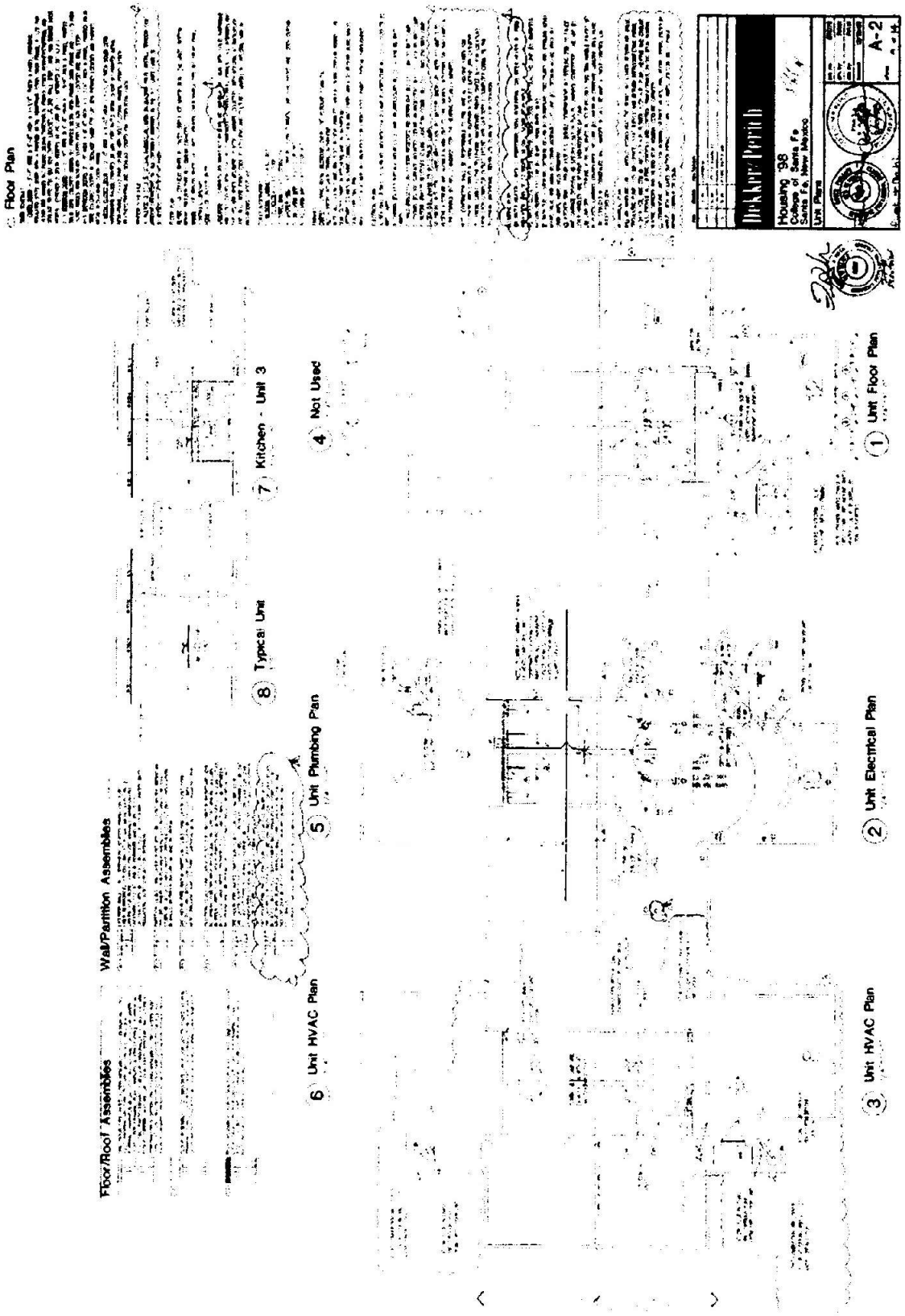
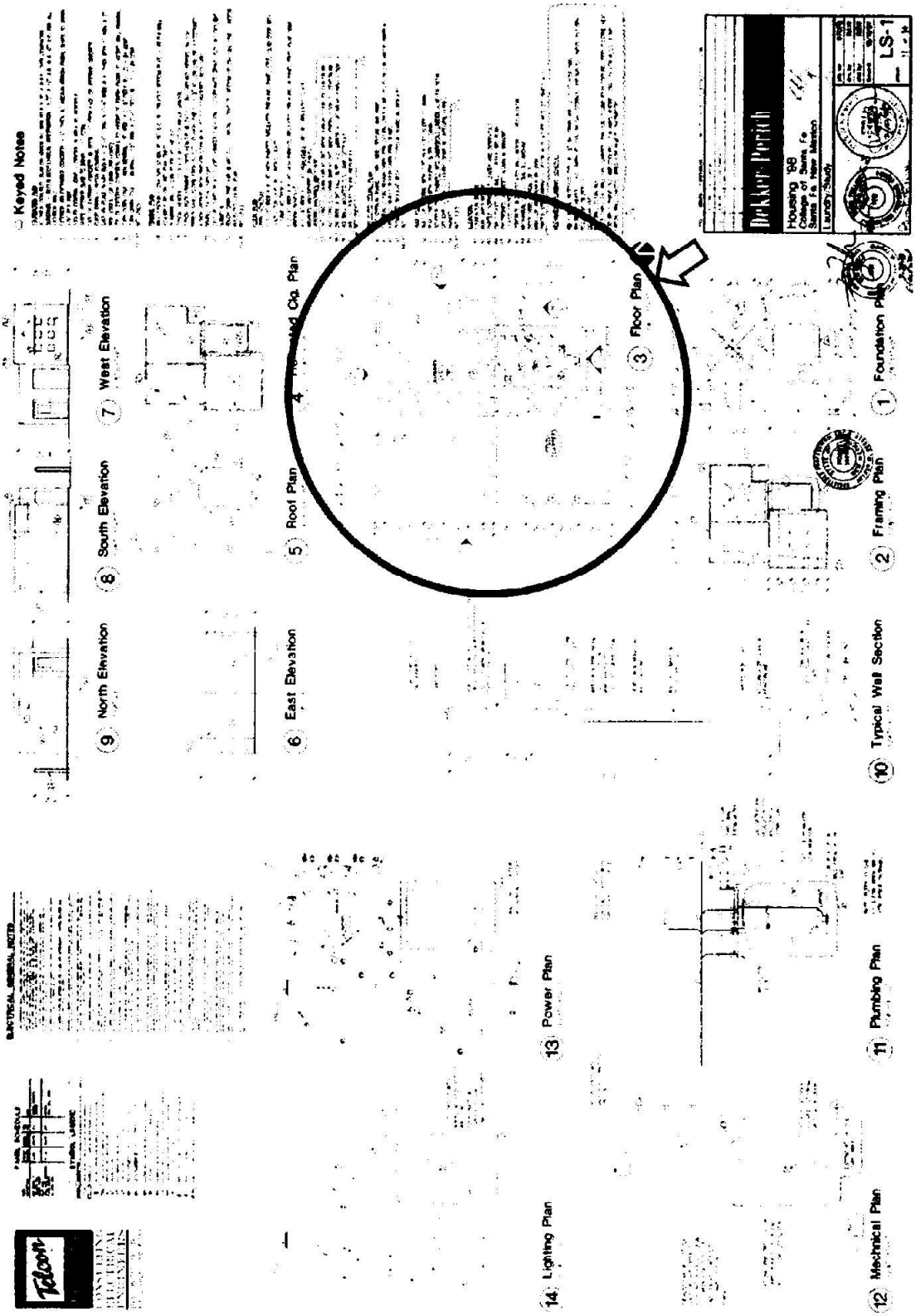


EXHIBIT A1

(FLOOR PLAN – LAUNDRY/OFFICE)



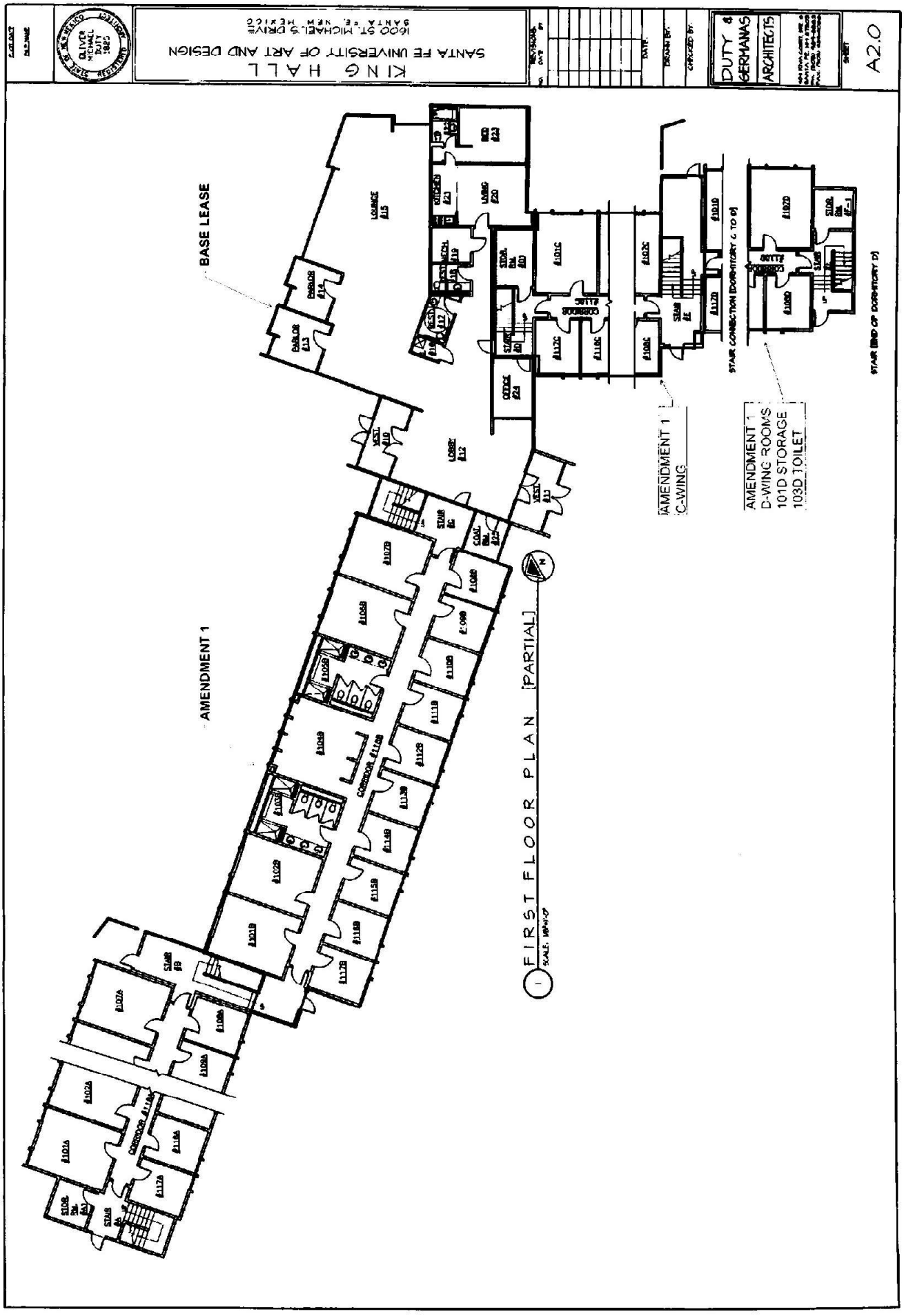

KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO
DUTY & GERMANAS ARCHITECTS
A2.0
BASE LEASE
AMENDMENT 1
AMENDMENT 1
C-WING
AMENDMENT 1
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION DORMITORY C TO D
STAIR END OF DORMITORY D
FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

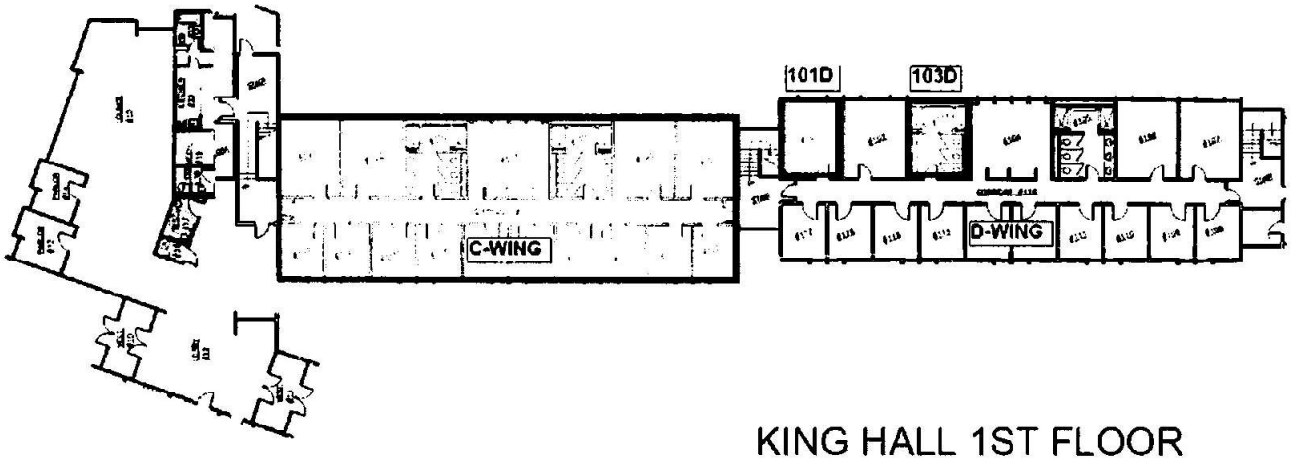
EXHIBIT B1

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00



KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

ITEM # 18-0935

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTION OF BUILDING 12)

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 15TH day of AUGUST, 2018 by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (Lessee), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. **PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and a portion of Building 12 (King Hall) (approximately 1,960 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective August 15, 2018 (the Effective Date).

3. **LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of eleven (11) months with one (2) "Optional Additional Terms" of six (6) months each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. **USE OF PREMISES**

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential" and "Recovery Housing" programs of the Santa Fe

Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee shall require that all client vehicles parked at the Premises be equipped with functioning ignition interlock devices;

v. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or

injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent during Initial Term. Lessee shall pay nineteen thousand, three hundred thirty dollars (**$19,330.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets during Initial Term. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of initial repairs to the Premises as specified in **Exhibit B** attached hereto. The Parties acknowledge that additional repairs to or replacements of exterior stairways at Buildings 6B-1 and 6B-2 may be required. The Parties agree to offset the second month's Rent by deducting the actual cost of repair or replacement of the subject stairways, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed.

C. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be increased by an amount calculated by multiplying the Rent during the Initial Term by two and one-half percent (2.5%).

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, solid waste collection services, cleaning, and repair services shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures

and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and

understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 15TH day of AUGUST, 2018.

LESSOR:
CITY OF SANTA FE

Renee Martinez for EL
ERIK J. LITZENBERG, CITY MANAGER

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM FOR
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 13TH day of August 2018, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: February 13, 2020

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 02-13-2020

EXHIBIT A
(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

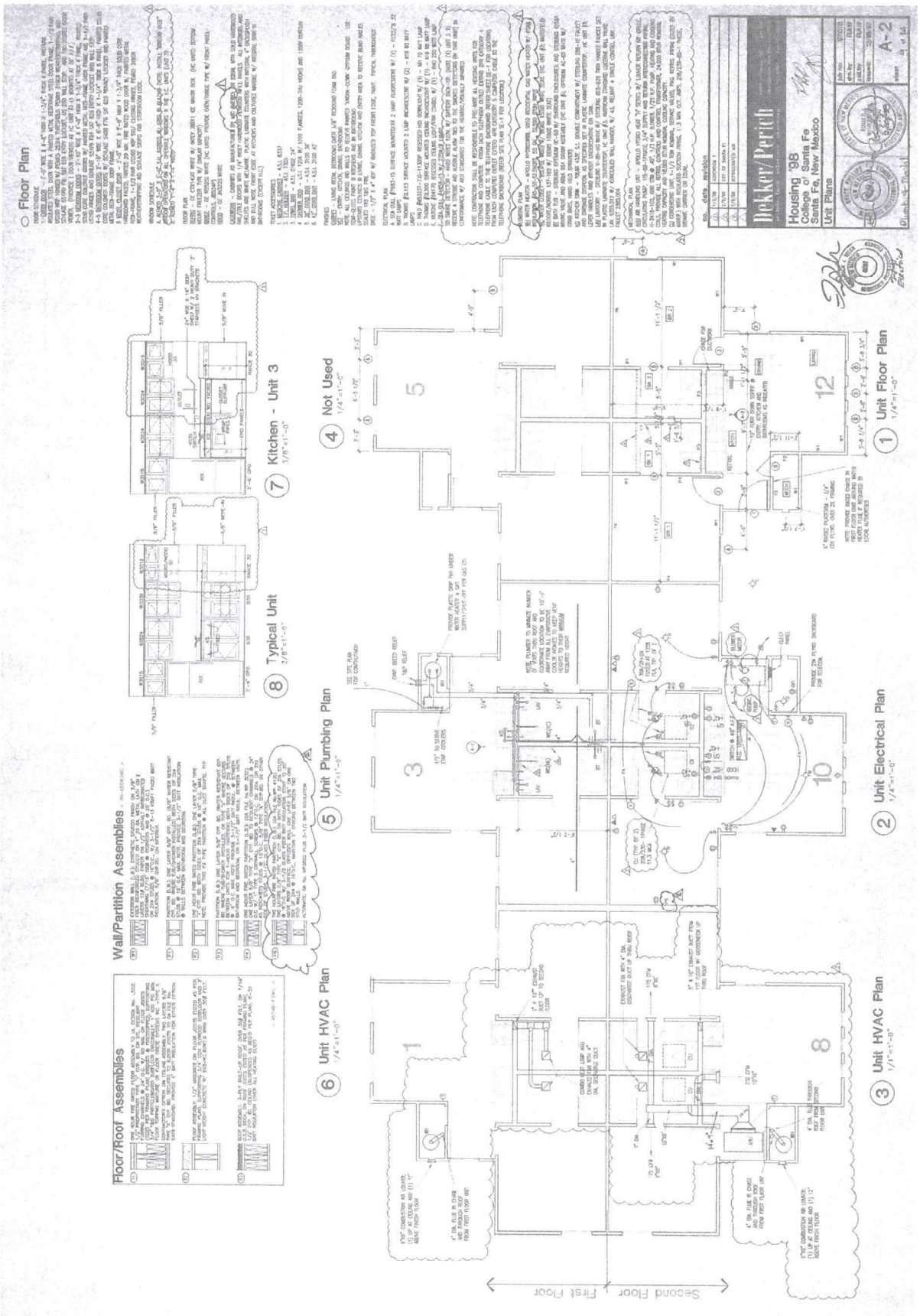


EXHIBIT A
(FLOOR PLAN – LAUNDRY/OFFICE)

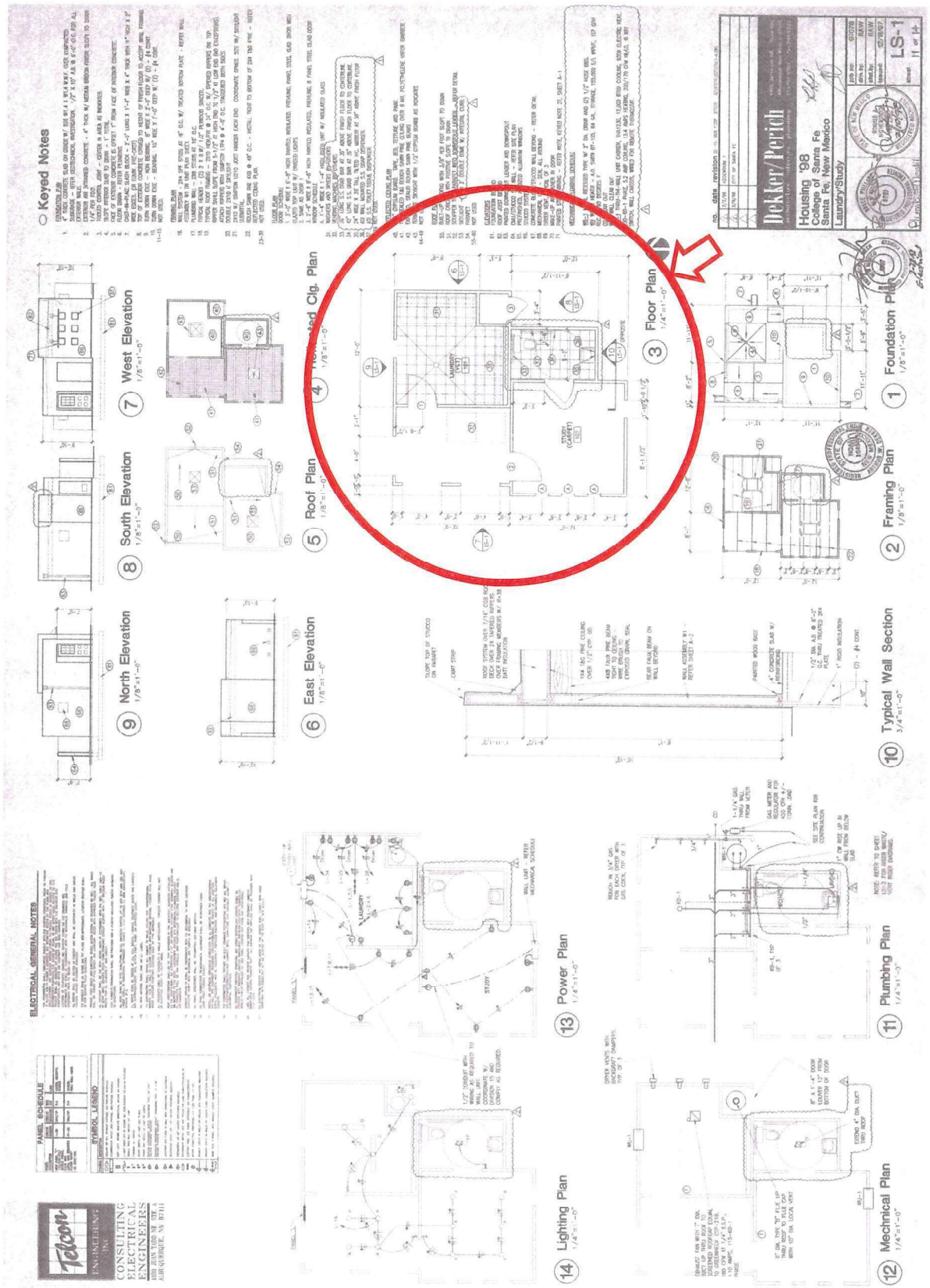


EXHIBIT A

(BUILDING 12 –PORTION OF KING HALL)

LEASE PREMISES

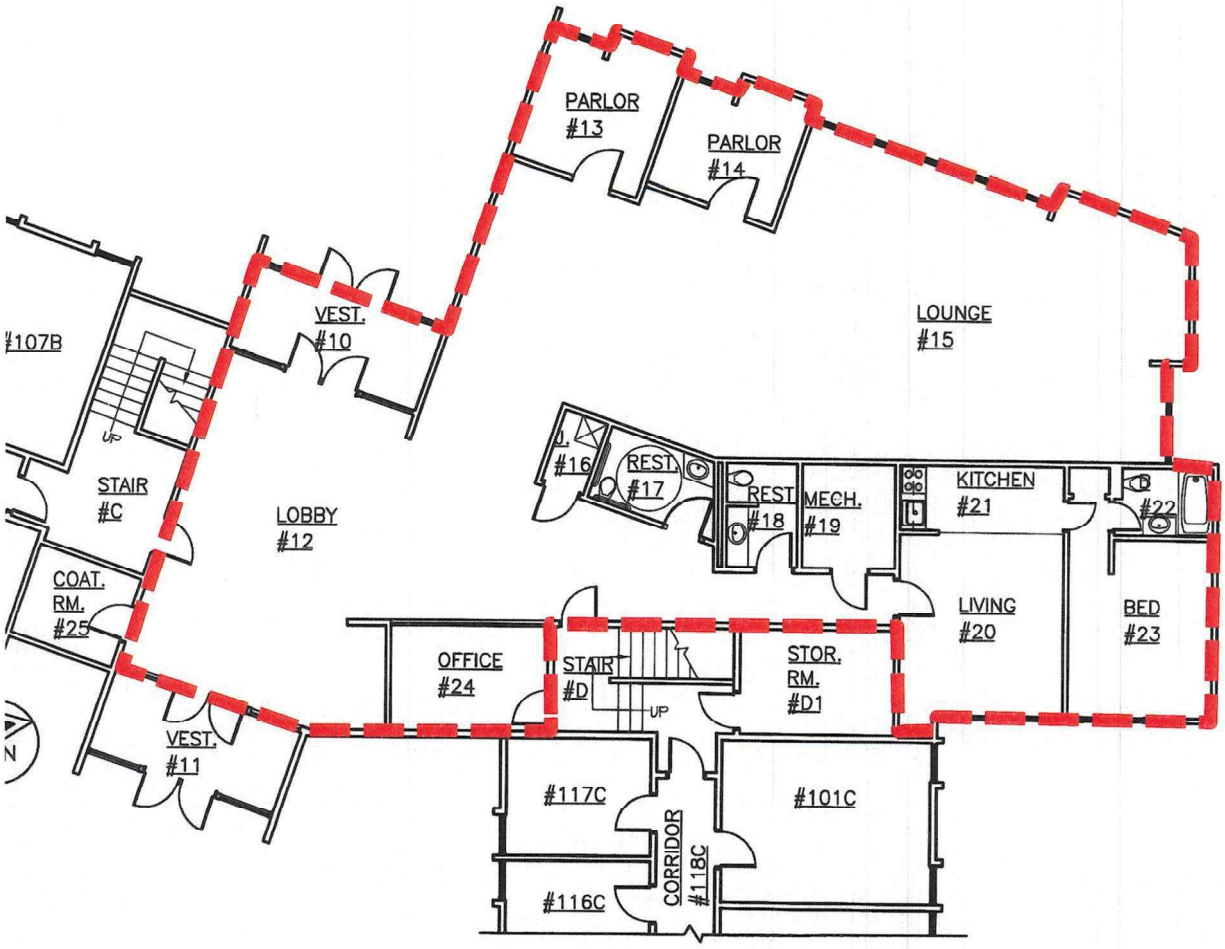


EXHIBIT B

ESTIMATE OF REPAIRS (See Lease Section 5.B.)

Building 6B-1

C-1		
C----No fire extinguishers.	$	30
A----Exhaust Fan not working.	$	275
C-2		
C----No fire extinguisher.	$	30
C----Bathtub leaking.	$	45
C----Bathtub diverter broken.	$	45
C-3		
C----Missing window screens x 3	$	90
C----Water damage under window.	$	150
C----No fire extinguisher.	$	30
A----No power to bathroom outlet.	$	45
C----Shower leaks.	$	45
C-4		
C----Kitchen fluorescent.	$	15
C----No fire extinguisher.	$	30
C--- Missing window screens x 4	$	120
C----Broken shower heads.	$	15
C----No toilet seat.	$	35
C-5		
C----No fire extinguisher.	$	30
C----Missing window screens. x 4	$	120
C----No smoke detectors.	$	25
C----Broken heat lamp.	$	20
C-6		
A----C----Smokers unit-. (Unit need to be painted.)	$	1,500
C----VCT coming up at entry.	$	250
C----No fire extinguisher.	$	30
C----B-2 missing window screens x 3	$	90
C----Broken shower head.	$	15
C-7		
A----Water damage under sink. (Possible mold)	$	2,500
C----No fire extinguisher.	$	30
C----No screen on kitchen window. x 3	$	90
C----Bathroom toilet does not run water.	$	45
C----Broken shower heads.	$	15
A----Ceiling fan does not work.	$	225
C-8		
C----No fire extinguisher.	$	30
C----No smoke alarms.	$	25
C-9		
C----Kitchen window missing screen.	$	30
C----No smoke detectors.	$	25
C----Broken shower heads.	$	15
A----Exhaust fan in B-1 broken.	$	275
C----Missing light cover.	$	25
C-10		
C----Exhaust fan not working.	$	225
C----Garbage disposal broken.	$	225
C-11		
A----C----Garbage disposal not working.	$	225
C----Broken shower head.	$	15
C----Missing window screen.	$	30
C-12		
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C---- Missing window screens. x 3	$	90
C----Missing smoke detectors.	$	25
C----No heat lamp.	$	20
C----Living room ceiling fan not working.	$	225
A----A/C cover on floor.	$	100
A----Heat/ exhaust not working.	$	275
Building 6B-1 Total	**$**	**8,120**

Building 6B-2

D-1		
A----No hot/ cold valves	$	150
C----Living room window missing screen.	$	30
D-2		
A----Broken sink faucet.	$	250
C----No fire extinguishers.	$	30
C----Missing shower head.	$	15
D-3		
A----C----B-2 tub diverter missing.	$	15
A----Broken exhaust fan.	$	275
D-4		
C----Broken fridge handle.	$	150
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C----Fluorescent lights not working; missing cover.	$	20
A----Bathroom GFCI not working.	$	45
D-5		
C----Stove missing knob.	$	30
C----No fire extinguisher.	$	30
A----Shower handle taken apart. (need a new one).	$	300
A----C----Damaged sink cabinet.	$	375
C----Missing window screens. x 3	$	90
A----C----Bath room missing sink faucet.	$	150
D-6		
A----Exhaust fan not working.	$	225
C----No area lamp.	$	25
D-7		
A----Broken ceiling fan.	$	225
A----Broken garbage disposal.	$	225
C----Missing shower heads.	$	15
D-8		
A----Exhaust fan not working.	$	225
D-9		
A----Garbage disposal not working.	$	225
C----No fire extinguishers	$	30
C----Missing window screen.	$	30
D-10		
A----Garbage disposal not working.	$	225
C----Broken blind.	$	30
C----Missing window screen.	$	30
D-11		
C----No fire extinguishers.	$	30
A----B-2 water damage on floor around toilet. (Leak	$	200
A----Water damage on wall under sink. (Mold)	$	2,500
C----Missing window screens. x 2	$	60
D-12		
A----No power to kitchen GFCI.	$	45
C----Missing window screen.	$	30
Building 6B-2 Total	**$**	**6,585**

Office

A----Mold on walls throughout room.	$	2,500
A----Water shut off to unit.		
Office Total	**$**	**2,500**

GRAND TOTAL (All Items)	**$**	**17,205**

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center, Inc.

Procurement Title: Lease Amendment 3

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

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

Department Requesting Office of Economic Development Staff Name Lee Logston

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: _____

Lee Logston	Asset Development Manager	7/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Jul 29, 2022
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 #_____

Contractor: **Santa Fe Recovery Center. Inc.**

Description: **Lease Agreement**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease: **Lease**

Amendment # **3** to the Original Contract / Lease # **19-0872**

Increase/(Decrease) Amount $ **$18,120.79**

Extend Termination Date to: **November 1, 2023**

☑ Approved by Council Date: **Pending**

Amendment is for: **Extend Term & Reduce Rent**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Amount $19,330/month of original Contract #18-0935 Termination Date: 7/15/2020. Reason: Original On-Call Contract.
Amount $27,988/month Amendment #1 Termination Date: 5/15/2020 Reason: Increasing Leased Area.
Amount $35,255/month Amendment #2 Termination Date: 5/31/2021 Reason: Increasing Leased Area. Total of Original Contract + All Amendments: $35,255/month

3. **Procurement History:** _____

Purchasing Officer Review: Jul 29, 2022 Date:

Comment & Exceptions: was on month to month lease per pa.3 of original agreement

4. **Funding Source:** Midtown Rental Revenue funds **Org / Object:** 5256175.460150

Andy Hopkins (Aug 11, 2022 11:01 MDT)
Budget Officer Approval: Aug 11, 2022 Date:

Comment & Exceptions: No Procurement - Real Estate Lease Project

Staff Contact who completed this form: **Lee Logston, Asset Dev. Mgr.** Phone # **505-955-6914**

Email: **lrlogston@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2022

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.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Michael Latting PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-4985 Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance — 18058 INSURER B : New Mexico Mutual Casualty Compa — 40627 INSURER C : VantaPro Specialty Insurance — 44768 INSURER D : Allied World Insurance Company — 22730 INSURER E : Atlantic Specialty Insurance C — 27154 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			5088-1224-01	08/31/2021	08/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5091-0301-01	08/31/2021	08/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5090-0334-01	08/31/2021	08/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			43642.117	06/07/2021	06/07/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-01	08/31/2021	08/31/2022	Aggregate: $3,000,000	$ 1,000,000
E	D & O			MML-20846-21	09/23/2021	09/23/2022	Directors and Officers Per Claim	$ 2,000,000

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

...

CERTIFICATE HOLDER

Santa Fe Recovery Center Inc

312 Jaguar Drive

Santa Fe NM 87507

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.

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
03/22/2022

PRODUCER	INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

CONTACT NAME:	PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext):
Michael Latting	(505) 982-4302	(505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	EPLI			MML-20846-21	09/23/2021	09/23/2022	EPLI Per Claim Limit $ 2,000,000
							$
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							$
							$

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
03/22/2022

CERTIFICATE HOLDER:	INSURED:
Santa Fe Recovery Center Inc 312 Jaguar Drive Santa Fe NM 87507	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

DESCRIPTION OF OPERATIONS CONTINUED:

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies. ..RE: Ingrid Tyson included for coverage on the Professional Liability.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SANTA FE RECOVERY CENTER**

DBA: **SANTA FE RECOVERY CENTER**
5312 JAGUAR DR
SANTA FE, NM 87507-1827

Expires: **18-Jan-2025**

Certificate Number:

L1942850480

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilwoman Renee Villarreal

Councilor Michael J. Garcia

Councilor Amanda Chavez

A RESOLUTION

SUPPORTING "COMPLETE STREETS" DESIGN STANDARDS, WHICH ARE INTENDED TO PROVIDE SAFER AND MORE EQUITABLE TRANSPORTATION IMPROVEMENTS AND REDUCING THE IMPACTS OF CLIMATE CHANGE IN THE SANTA FE METROPOLITAN PLANNING AREA

WHEREAS, "Complete Streets" design standards were created by a national movement called the Smart Growth Coalition, a national planning non-profit, public interest organization; and

WHEREAS, adopting Complete Streets is intended to result in comprehensive, integrated transportation networks with infrastructure and design that support safe and well-managed travel along and across streets for all users, including pedestrians, users of public transit, bicyclists, persons with disabilities, seniors, children, motorists, visitors, shared mobility services, and movers of commercial goods; and

WHEREAS, Complete Streets support the health and wellbeing of residents and the environment by creating and improving sustainable transportation options, providing opportunities for physical activity through improved access to active transportation, improving air quality

through reduced vehicle emissions, mitigating the urban heat island effect, utilizing stormwater runoff and decreasing stormwater pollutants, and maximizing shade trees and vegetation; and

WHEREAS, Complete Streets are essential in providing safe routes to schools and parks for children and parents; and

WHEREAS, the encouragement of diverse and comprehensive public engagement and participation in community decisions concerning street design is critical and, to date, public engagement results in response to the draft Santa Fe Multimodal Transition Plan and the City of Santa Fe (City) Metropolitan Planning Organization's ("MPO's") Master Plan, which each had formal public engagement activities, have revealed a commanding desire for a more walkable, bikeable, and transit-accessible transportation network; and

WHEREAS, public streets ought to be designed not only to accommodate safe access for all users, but in a manner in which creates vibrant, attractive, and sustainable public places that advance ambitious environmental and social equity goals; and

WHEREAS, according to Smart Growth America's "Benefits of Complete Streets" on-line tool kit, streets designed for all users and not just for commuter convenience offer long-term cost savings for local and state governments, provide public health, and financial benefits to property owners and businesses; and

WHEREAS, there is a continued and urgent recognition that impacts of climate change are occurring more frequently and with added severity, and designing and promoting a multi-modal, regional transportation system supports a comprehensive climate action strategy to reduce greenhouse gas emissions; and

WHEREAS, the MPO has adopted, and the City has implemented, MPO Master Plans that promote transportation improvements that encourage walking, bicycling, and transit use and see them as equal mobility options to the automobile; and

WHEREAS, the MPO has voted to support Complete Streets a number of times: (1) the

principles of Complete Streets in 2007; (2) the subsequent development and implementation of the 2012 Metropolitan Bicycle Master Plan, which was updated in 2019; (3) the 2015 Metropolitan Pedestrian Master Plan; and (4) the 2020 Metropolitan Transportation Plan improving road and street safety through design (“MPO Complete Streets Resolution");

WHEREAS, the MPO Complete Streets Resolution includes the understanding that all trips have equal value and acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation alternatives, such as walking, bicycling, and public transportation; and

WHEREAS, the implementation of Complete Streets will help to shift the City toward carbon neutrality and is a sustainable planning practice, features that are consistent with Santa Fe’s Sustainability Plan and Climate Impact Reduction Goals; and

WHEREAS, for eight years (2012-2019), the National Highway Traffic Safety Administration has identified New Mexico as one of the four states nationwide with the highest rates of pedestrian fatalities per 100,000 population; and

WHEREAS, the U.S. Department of Transportation has found that designing streets for speeds over 25 miles per hour dramatically increases the likelihood that a person struck while walking will be killed; and

WHEREAS, studies have shown that street designs that encourage lower speeds save lives by reducing both vehicle speed and driver error; and

WHEREAS, the City, in light of urgent safety needs and climate change impacts, wishes to strengthen its commitment to Complete Streets, promoting safe and convenient travel for all users and recognizing community context, sustainability, and social equity with the use of design guidelines and standards that support best practices; and

WHEREAS, the attached graphic summary (Exhibit A) of the benefits of Complete Streets within the Santa Fe Metropolitan Planning Area articulates a vison of how roads and streets may

be repurposed to advance the goals of sustainability, community, affordable housing, safety, economic development, and public health and represents the City's commitment to further advance these goals.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body commits to Complete Streets as a core value and directs that this resolution shall proactively inform and guide the development or revision of land use codes, regulations, and plans so that the design and construction of streets in the city form a comprehensive, safe, and integrated transportation network for all road users.

BE IT FURTHER RESOLVED that new road construction or retrofits of existing roads, project funding priorities, and other instances involving a potential change to the design of any street shall be reviewed for compliance with the Complete Streets design standards.

BE IT FURTHER RESOLVED that City-initiated development shall embrace and incorporate Complete Street designs.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Complete Streets

Photo Credit: DenisTangneyJr / Getty Images

EXHIBIT A



Santa Fe Complete Streets

What they are. Why they're important, How they benefit the community.

alta

SANTA FE COUNTY

Santa Fe MPO

WHAT ARE COMPLETE STREETS?

COMPLETE STREETS ARE STREETS FOR EVERYONE.

Complete Streets are an approach that integrate people and place in the planning, design, construction, operation, and maintenance of transportation networks.

WHAT IS A COMPLETE STREET?



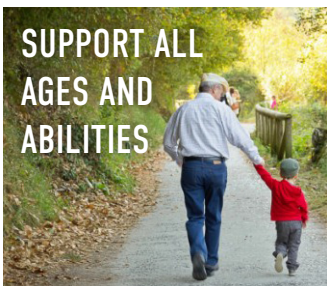
Complete Streets:

MAKE OUR STREETS SAFER



ARE SUPPORTED BY THE COMMUNITY





IMPROVE SOCIAL EQUITY



SUPPORT ENVIRONMENTAL, CLIMATE CHANGE, AND SUSTAINABILITY GOALS

HOW DO COMPLETE STREETS BENEFIT SANTA FE AND THE REGION?

They support all modes.

GOAL: *MULTIMODAL MOBILITY & ACCESSIBILITY: An accessible, connected, and integrated transportation system.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

GOAL: *CONNECTIVITY - Provide critical connections for bicyclists and pedestrians of all ages and abilities that link destinations, transit, and neighborhoods.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

Complete streets balance the needs of multiple modes in the right-of-way and across the transportation network – creating space for convenient and efficient transit, ensuring complete sidewalks, and providing safe bicycling infrastructure. **Complete streets prioritize more than the traditional vehicle throughput and speed – and instead elevate safety and convenience across all modes and abilities** as the most important elements of a street.

In Santa Fe, large arterial roads bisect the city and create barriers for pedestrians and people on bikes. These streets (like Airport Road and Cerrillos Road) contain many of the commercial and employment destinations in the city but they lack safe, low-stress bike infrastructure, are difficult to cross, and are unpleasant to walk along. This leads 87.5% of people in Santa Fe to drive or carpool to work.

But, by building complete streets on key corridors, and developing additional multimodal routes that connect neighborhoods and important destinations (like schools and grocery stores), Santa Fe can create a community that offers a variety of transportation options.

They make our streets safer.

GOAL: *SAFETY: a safe and secure transportation system for motorized and non-motorized users.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

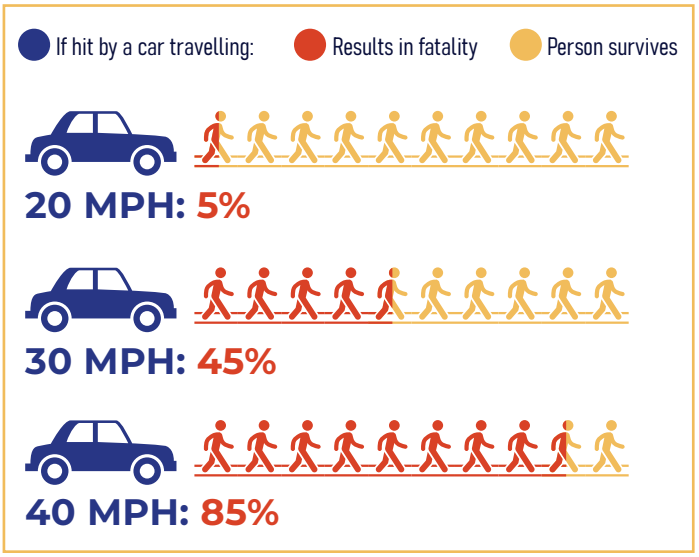
GOAL: *Improve pedestrian safety through well-designed facilities along and across roadways, and by promoting safe driving, walking, and bicycling behaviors.*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

Between 2010 and 2019, New Mexico had the highest rate of pedestrian fatalities per 100,000 people of all states.[1] 58.8 percent of those deaths were on arterials.[2] This is during a time period where, nationwide, the number of pedestrians struck and killed by drivers increased by an astonishing 45 percent.

However, designing a street with pedestrians in mind – sidewalks, raised medians, traffic-calming measures, and treatments for travelers with disabilities – can reduce pedestrian risk by as much as 28%.[1]

In many cases, reducing speeding will be paramount to increasing safety. At 20 miles per hour, there's a 5% fatality rate for people struck by a car. That fatality rate rises to 85% at 40 MPH.[3] Complete streets incorporate the treatments above – and many more – to provide cues to drivers to slow down.



They support mobility for all ages and abilities.

VISION: *Santa Fe is a place where people of all ages and abilities can safely and comfortably have bicycle and pedestrian access along a comprehensive network of multi-use trails and complete streets, connecting residential neighborhoods with employment centers, parks, open space, schools, retail centers, and other public and private services throughout the metropolitan area.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

GOAL: *SAFETY - Create a bicycle network that is safe and comfortable for bicyclists of all ages and abilities, particularly at schools and surrounding neighborhoods.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

Incomplete streets are often primarily designed for able-bodied adults who can walk quickly, easily interpret road risks, or confidently navigate on a bicycle. Alternatively, complete streets improve transportation options and safety for everyone – extra consideration is given to children, the elderly, and the physically impaired in complete street designs.

In Santa Fe, 13% of residents have some form of disability, 25% are over 65 years of age, and 16% are under the age of 16.[4]

Despite the number of people in Santa Fe that face these challenges, many sidewalks in Santa Fe are extremely narrow (too narrow for wheelchairs or strollers) missing curb ramps, or contain physical obstacles (like light posts and signs). Other streets lack sidewalks altogether. Removing these barriers can make it easier to navigate our streets and community.

Children also deserve a transportation system that serves their needs. Complete Streets provide children with opportunities to walk, bike and play in a safe environment - allowing them to stay active and gain independence.[5] By slowing traffic and providing additional safety improvements, complete streets can make streets safe for kids (and their parents) to view walking or biking to school as viable options.

They help our community be healthier.

GOAL: *Develop a pedestrian network that promotes active, healthy lifestyles and sustains a healthy environment.*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

GOAL: *PUBLIC HEALTH: A transportation system that supports healthy lifestyles.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

Engaging in physical activity for as little as 30 minutes a day can prevent or help treat conditions such as diabetes, breast and colon cancer, depression, dementia, anxiety, osteoporosis, cardiovascular disease, obesity, and high blood pressure.[6]

Providing opportunities for people to integrate walking or biking into their daily routines can help them meet daily and weekly exercise recommendations and stay healthy and fit. According to a study released in 2014 by the American Journal of Public Health, there is a direct and significant correlation between how close people live to biking and walking infrastructure and the amount of weekly exercise they get.[7] By providing complete streets throughout Santa Fe, many more residents can live near facilities that allow them to incorporate exercise into their everyday routine.

In Santa Fe County, obesity affects 18.4% of adults and more than 14% of those ages 10-17. Only 24.1% of adolescents in Santa Fe were physically active for at least 60 minutes per day.[8] As stated in the Santa Fe Metropolitan Bicycle Master Plan, “Given Santa Fe’s educational budget restrictions and declining offerings in physical education, promoting walking to school and establishing a safe and reliable bicycle network is a logical strategy for children’s health that can benefit the entire community”



They are good for the community and are supported by the community.

During public outreach that was conducted during the development of Santa Fe's many transportation plans – Bicycle, Pedestrian, Transit, Multimodal Transition, and Metropolitan Transportation – the public has repeatedly requested the implementation of complete streets infrastructure and the improvement of multimodal networks.

Across all these plans, when Santa Fe residents were asked during transportation planning efforts what their top priorities were for improvement to the transportation network, the top for responses were:

1. Expanded bus and train service
2. Better connected and safer bicycle and pedestrian networks
3. Improved quality of infrastructure for all modes
4. Target improvements for those populations who need it most

The responses above can all be addressed through the implementation of complete streets within Santa Fe.

Additionally, as part of the development of the Santa Fe Metropolitan Transportation Plan, when asked, "If you had $5 million available to spend on the transportation network, where would you spend it?" **73% of residents chose to allocate their funds to transit, bike/pedestrian, or road safety improvements.**[9] Complete streets would improve the transportation network in relation to each of these categories.



They support environmental, sustainability goals, climate goals.

GOALS: *Plan for and invest in a safe, modernized transportation system that supports low-emission, active, and equitable mobility options for all users.*

Achieve annual reductions in daily vehicle miles traveled. Achieve annual increases in the total miles of sidewalks, on-road bicycle lanes and multi-use paths. Increase public transit ridership annually..

Sustainable Santa Fe
25-Year Plan
October 2018

In the Sustainable Santa Fe Plan, and other city and MPO plans, sustainability and mitigating climate change have been expressed as a major priority of the city and region. With transportation accounting for the largest share of carbon emissions in the U.S., achieving ambitious climate targets and creating more livable communities requires us to build streets and transportation networks that allow people to get around outside of a car.

In the Santa Fe Metropolitan Planning Area, transportation is the economic sector responsible for the majority of carbon dioxide emissions – at 41% of all emissions. Complete streets can help cut these emissions, as households located in a network of complete streets make significantly fewer of their daily trips by car.[10]

And, due to its compact size, almost all trips within Santa Fe have the potential to be completed by active transportation or transit. **48 percent of all trips in Santa Fe are within a mile, which would be about a 20-minute walk.** And 81% of all trips taken are within five miles, which would be up to a 30-minute bike ride.[11] Replacing these short trips currently taken by car can greatly reduce harmful emissions.

Driving related emissions for households living in non-car-dependent neighborhoods can be up to half of what they are for households in the car-dependent neighborhoods.[12] By implementing complete streets, Santa Fe can help make every neighborhood a neighborhood that doesn't necessitate car use.

They create economic benefits.

GOAL: *Enhance economic vibrancy by creating safe and aesthetically pleasing walking environments with easy connections to commercial centers and attractive and enjoyable public places*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

GOAL: *ECONOMIC & COMMUNITY VITALITY: A transportation system that supports economic and community vitality*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

What do communities get for their investments in complete streets? Compared to conventional transportation projects, complete streets projects are remarkably economical - for the most part, costing significantly less than conventional transportation projects.[13]

Dollar for dollar, bicycling is by far one of the cheapest transportation modes to support. Often bicycle facilities utilize existing roadway space, and only require relatively low-cost pavement markings and/or signage.

By installing infrastructure that increases the rates of biking, walking and transit use, the carrying capacity of a street can be increased for a fraction of the cost of acquiring additional right-of-way and installing additional lane miles – miles that would also eventually require repaving and maintenance in the future.

Complete streets aren't just cheaper to build, they grow the economy where they all installed. Complete streets projects lead to broader economic gains like increased employment, higher property values, and increased net new businesses.[4]



They improve social equity.

GOAL: *SOCIAL EQUITY: Equitable investments in transportation that enable quality of life for all residents*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

Everyone deserves the opportunity to achieve their full potential regardless of where they live, how they travel, who they are, or what social position they occupy. An equitable transportation network offers convenient and affordable access to jobs, medical services, education, grocery shopping, and social/recreational activities - no matter the mode used for transportation.

In a study of upward mobility, commuting time has emerged as the single strongest factor in the odds of a household escaping poverty. **The longer the average commute is in a given county, the worse the chances a low-income family there has of moving up the socioeconomic ladder**.[14] Those without access to a car (or unable to drive), who rely on public transit, are likely to suffer from the longer commute times. By ensuring good transit service and access through complete streets elements, commute times can be reduced and access to jobs and opportunity improved.

People in Santa Fe spend 22% of their household income on transportation each year, or about $11,718.[15] When people have the opportunity to walk, bike, or take transit, they have more control over their expenses and aren't forced to consider purchasing a car they may not be able to afford.

While those with vehicles can choose to avoid unsafe streets and walking conditions, those without (3.5% of households in Santa Fe) are forced to walk or bike along streets that aren't designed with them in mind.

Because of this, people die while walking at much higher rates in lower-income communities compared to higher-income areas. However, low-income communities are significantly less likely to have sidewalks, marked crosswalks, and street design to support safer, slower speeds.[16]

Complete streets distributed equitably throughout Santa Fe can remove the safety risks of walking along our streets, bringing safety equity between those who walk, bike, or use transit as a means of transportation, and those who drive.

HOW DOES IT ALL FIT TOGETHER?

The City, County, and Metropolitan Planning Organization of Santa Fe are working together to advance complete streets and reduce the impacts of climate change in order to help meet their overlapping community goals.



Sources

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FIR No. 10433

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Complete Streets Resolution

Sponsor(s): Councilors Michael Garcia, Jamie Cassutt, Renee. Villarreal, Amanda. Chavez

Reviewing Department(s): Public Works and Community Development

Staff Completing FIR: Erick Aune, MPO Officer EA **Date:** 06/21/22 **Phone:** 505.330.8483

Reviewed by City Attorney: [signature] **Date:** Aug 5, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** Aug 8, 2022

Alexis Lotero (Aug 8, 2022 09:36 MDT)

Summary:
The resolution supports the tenants and principles of Complete Streets, design standards that support the design of roadways in a manner that provides for the safety of all users and supports climate resiliency and social equity of the city's transportation network.

Departments Affected:
Primarily Public Works and Economic and Community Development but may impact other departments as well.

Consequences of Not Enacting Legislation:
The resolution will support the City's applications for State and federal funding sources that encourage the design of streets and roadways that adhere to the principles and values of Complete Streets.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
The Resolution does not entail any additional costs or staff expenditures.

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:

City of Santa Fe, New Mexico
Memorandum

Date: July 22, 2022

To: Quality of Life Committee and Governing Body

From: Andrea Salazar, Assistant City Attorney; Patricia Feghali, Assistant City Attorney

Via: Erin K. McSherry, City Attorney

RE: Supporting State and Federal Legislation Protecting Access to Abortion

---

EXECUTIVE SUMMARY:

This resolution supports codifying the right to a safe abortion for people with the capacity for pregnancy in the State of New Mexico and the United States of America.

BACKGROUND:

The United States Supreme Court recently overturned its 1973 decision, Roe v. Wade, which had recognized the right to abortion throughout the United States. Several states have responded with abortion bans. This resolution supports legislation that would codify the right to safe abortion into law and urges the state and the federal governments to take immediate action to pass such legislation.

ACTION REQUESTED:

Governing Body support for the resolution.

ATTACHMENTS:

Resolution
Fiscal Impact Report

`CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell	Councilor Jamie Cassutt
Councilwoman Renee Villarreal	Councilor Amanda Chavez
Councilor Michael J. Garcia	Councilor Carol Romero-Wirth

A RESOLUTION

SUPPORTING LEGISLATION IN THE UNITED STATES OF AMERICA AND THE STATE OF NEW MEXICO TO PROTECT THE RIGHT TO A SAFE ABORTION.

WHEREAS, New Mexico Governor Michelle Lujan Grisham signed an Executive Order 2022-107 on June 27, 2022, prohibiting State employees from assisting other jurisdictions seeking criminal or civil penalties related to accessing reproductive healthcare, with limited exceptions; protecting medical providers from attempts at legal retribution, and establishing that the State will not entertain extradition attempts from other states relating to receiving or performing reproductive services, with limited exceptions; and

WHEREAS, the State repealed a statute banning abortion during the 2021 regular session, when *Row v. Wade* was still the law of the land; and

WHEREAS, according to the Center for Reproductive Rights, 970 million women/people with the capacity for pregnancy, representing 59 percent of people of reproductive capacity of reproductive age, live in countries that broadly allow abortion, while 41 percent live under restrictive laws; and

WHEREAS, legal restrictions on abortion result in higher numbers of unsafe abortions, compelling those seeking abortions to risk their lives and health by resorting to unsafe abortion practices[1]; and

WHEREAS, according to the World Health Organization, 23,000 people with the capacity for pregnancy die of unsafe abortions each year; and

WHEREAS, people with the capacity for pregnancy across the world have fought for the right to access safe and legal abortion for decades; and

WHEREAS, in the United States, the 1973, *Roe v. Wade* Supreme Court decision recognized the right to receive an abortion under the 14th Amendment of the U.S. Constitution; and

WHEREAS, the 1992, *Planned Parenthood v. Casey* Supreme Court decision upheld the right to receive an abortion, adding that any restrictions should be evaluated under an "undue burden" standard; and

WHEREAS, in December of 2021, the Supreme Court of the United States heard oral arguments in *Dobbs v. Jackson Women 's Health Clinic*, concerning a Mississippi abortion law that directly challenged *Roe v. Wade*; and

WHEREAS, *Dobbs v. Jackson Women's Health Clinic* overruled *Roe v. Wade*; and

WHEREAS, millions of people with the capacity for pregnancy lost their legal right to abortion when the Supreme Court overturned *Roe v. Wade*; and

WHEREAS, the greatest impact of this decision will be felt by persons from marginalized groups who already face significant barriers accessing abortion care, particularly low-income people of color; and

WHEREAS, research published in the Duke University Press, Demography (2021) 58

[1] https://www.npr.org/sections/goatsandsoda/2022/05/27/1099739656/do-restrictive-abortion-laws-actually-reduce-abortion-a-global-map-offers-insigh

2019-2028 estimates that banning abortion in the United States may lead to a 21 percent increase in the number of pregnancy-related deaths overall and a 33 percent increase in the number of pregnancy-related deaths among non-Hispanic Black people; and

WHEREAS, the City of Santa Fe ("City") is committed to staunch advocacy for reproductive rights and to being a safe haven for all people seeking abortions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby supports legislation that would codify the right to safe abortion into law and urges the State and the federal governments to take immediate action to pass legislation to this effect.

BE IT FURTHER RESOLVED that the City Clerk is directed to send this resolution to the Santa Fe Legislative Delegation, the Governor of New Mexico, and the New Mexico Congressional Delegation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

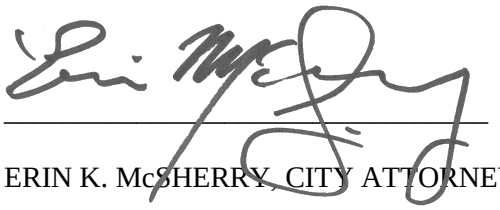
_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Supporting a State and Federal Right to Abortion

FIR No. 10436

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Supporting State and Federal Legislation to Protect Access to a Safe Abortion

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Andrea Salazar and Patricia Feghali **Date:** 7/13/2022 **Phone:** 955-6303

Reviewed by City Attorney: _____ **Date:** Jul 22, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** Jul 25, 2022

Alexis Lotero (Jul 25, 2022 09:47 MDT)

Summary:
U.S. Supreme Court case, *Dobbs v. Jackson Women 's Health Clinic* recently overturned *Roe v. Wade*, eliminating the constitutionally protected right to an abortion under the U.S. Constitution. This resolution would document support by the Governing Body for legislation protecting the right in both New Mexico and the United States.

Departments Affected:
N/A.

Consequences of Not Enacting Legislation:
If the Governing Body does not adopt the resolution, the City of Santa Fe will not show support for State and federal legislation protecting access to safe abortions.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

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: Andrea Salazar
Andrea Salazar (Jul 25, 2022 08:56 MDT)

Email: asalazar@santafenm.gov

Signature: Patricia Feghali
Patricia Feghali (Jul 25, 2022 08:18 MDT)

Email: pfeghali@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/03/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth, Mayor Webber, and Councilor Chavez)
An Ordinance Repealing Section 10-11 of SFCC 1987; Creating a New Section 10-11 to Establish an Ordinance Relating to Shopping Carts; Incentivizing Retail Establishments to Ensure Their Shopping Carts Remain on Their Property; Imposing a Fee for Shopping Cart Return; and Establishing an Effective Date. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327; Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022 (Vote to Postpone to 8/17)
Quality of Life Committee: 08/17/2022
Finance: 09/06/2022
Governing Body (Public Hearing and Final Action): 09/14/2022

Item Type - bill

Item Owner - Kristine Mihelcic

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14799

Motion Type - Postpone to a Date Certain

Motion Mover - Amanda Chavez

Motion Seconder - Renee Villarreal

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY

City of Santa Fe

Vote Absent Count - 1

Vote For Names - Amanda Chavez, Lee Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

City of Santa Fe, New Mexico
Memorandum

Date: July 7, 2022

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Kristine Mihelcic, City Clerk KM
Jesse Guillen, Legislation and Policy Innovation Manager JG

RE: Bill establishing requirements for the retention of shopping carts

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EXECUTIVE SUMMARY:

The proposed bill establishes a return cart fee for shopping carts to help improve retention of shopping carts by retail establishments.

BACKGROUND:

In the summer of 2021 the City saw a drastic increase in complaints about abandoned shopping carts.

The City created a pilot program in September 2021, to hire a contractor to retrieve shopping carts, collect data on the increase of abandon shopping carts, and return them to retailers. From September to current the City collected approximately 3000 shopping carts across the City. The City paid a retrieval company $14 per shopping cart to collect them. The City spent approximately $47,000 retrieving and returning shopping carts to the relevant retailers.

The bill would also require retail establishments to attach certain information to every shopping cart, including the owner's name of the owner or the retail establishment, a valid phone number for the owner or retail establishment, and a notification to customers that removal of the shopping cart is prohibited.

If the City retrieves and returns a shopping cart after implementation of this program, the retail establishment is subject to a fine of $150.00 per shopping cart to the City for retrieving and returning the shopping cart. The fine amount is less than the cost to purchase new shopping carts.

The new section regarding shopping carts will replace and repeal the existing Section 10-11, which banned the sale of single-serving alcoholic beverage sales, but was struck down by the First Judicial District Court in *City of Santa Fe v. The Liquid Company, INC. et al*. In 2021, the New Mexico Legislature adopted, and Governor Lujan Grisham signed, a bill that included a prohibition on the sale of miniature bottles of liquor.

City of Santa Fe, New Mexico
Memorandum

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Mayor Alan Webber

Councilor Amanda Chavez

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

REPEALING SECTION 10-11 OF SFCC 1987; CREATING A NEW SECTION 10-11 TO ESTABLISH AN ORDINANCE RELATING TO SHOPPING CARTS; INCENTIVIZING RETAIL ESTABLISHMENTS TO ENSURE THEIR SHOPPING CARTS REMAIN ON THEIR PROPERTY; IMPOSING A FEE FOR SHOPPING CART RETURN; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. REPEAL. Section 10-11 of SFCC 1987 (being Ord. No. 2015-11) is hereby repealed.

Section 2. [NEW MATERIAL] A new Section 10-11 of SFCC 1987 is hereby ordained to read:

10-11 RETENTION OF SHOPPING CARTS BY RETAIL ESTABLISHMENTS.

10-11.1 Purpose.

A. Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the city of

Santa Fe. In addition, the presence of wrecked, dismantled, and/or abandoned shopping carts on public or private property creates conditions that reduce property values and promote blight and deterioration within the city's neighborhoods.

B. The purpose of this chapter standardizes a retrieval process for shopping carts removed from the retail establishment's premises and sets a fee for their return.

10-11.2 Definitions.

Abandoned shopping cart means any cart that has been removed from a retail establishment's premises without written permission of the owner and that is located on either public or private property.

Owner means any person or entity within a retail establishment who owns, possesses, or has the power to make a shopping cart available to customers. For the purpose of this section, "owner" includes, but is not limited to, the store owner, manager, on-site manager, on-duty manager, or other designated agent of a retail establishment providing shopping carts for customer use.

Parking area means a parking lot or other property provided by a retail establishment for use by a customer for parking an automobile or other vehicle. The parking area of a retail establishment located in a multi-store complex or shopping center shall include the entire parking area used by the complex or center.

Premises means the entire area owned, rented, leased, or utilized by a retail establishment that provides shopping carts for customer use, including parking areas.

Retail establishment means any business facility that sells goods directly to the consumer whether for or not for profit, including, but not limited to, retail stores, restaurants, pharmacies, convenience and grocery stores, liquor stores, seasonal and temporary businesses.

Shopping cart means a basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind,

including, but is not limited to, laundry, grocery, or shopping carts.

10-11.3 Enforcement authority.

The city manager or the city manager's designated agents ("city official"), and designated code enforcement officers, shall have the authority and powers necessary to determine whether a violation of this section exists and to take appropriate action to gain compliance with the provisions of this section and applicable state statutes. These powers include the power to issue administrative citations and to inspect public and private property. It also includes the power to impose civil penalties for any violation of this section.

10-11.4 Identification Requirements for Shopping Carts

Every shopping cart provided by a retail establishment located in the municipal boundaries of the city must have a sign permanently affixed to it that contains the following information:

A. the name of the owner of the shopping cart or the name of the retail establishment, or both;

B. a valid telephone number and address for returning the shopping cart to the retail establishment; and

C. notice to customers that the removal of carts from the retail establishment's premises is prohibited.

10-11.5 Retrieval of Shopping Carts by City.

A. Authority to retrieve and return. The city may retrieve and return a shopping cart if the shopping cart is located outside the premises or parking area of a retail establishment; and either on public property, right of ways, or easements or on private property and the property owner consents to the removal.

B. In instances where the location of a shopping cart will impede emergency services, the city may immediately retrieve the shopping cart from public or private property.

C. Any shopping cart that is retrieved by the city or contractor of the city pursuant to

this section shall be returned to the retail establishment upon payment of an administrative fee of one hundred and fifty dollars ($150.00).

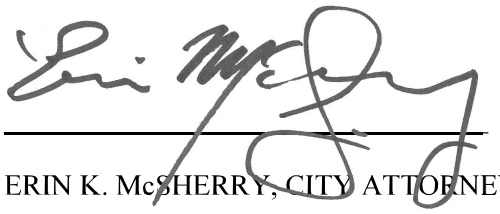
10-11.6 Alternative remedies.

Nothing in this section shall prevent the city from pursuing other applicable legal remedies to address violations of this section.

Section 3. Effective Date.

This ordinance shall become effective three (3) months after adoption by the Governing Body.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Bills/Abandoned Shopping Carts

FIR No. 10303

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Abandoned Shopping Carts

Sponsor(s): Councilor Romero-Wirth and Mayor Webber

Reviewing Department(s): City Clerk's Office and City Attorney's Office

Staff Completing FIR: Kristine Mihelcic **Date:** 6/1/22 **Phone:** 955-6327

Reviewed by City Attorney: _____ **Date:** Jul 7, 2022

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Jul 12, 2022 09:52 MDT) **Date:** Jul 12, 2022

Summary:
The proposed bill imposes a $150 fee for returning abandoned shopping carts to retail establishments with the goal of incentivizing retail establishments to implement retention measures and having fewer carts abandoned on public and private property.

Departments Affected:
Community Engagement, Planning and Land Use Department.

Consequences of Not Enacting Legislation:
If the bill is not adopted, the City will not have a mechanism to charge retail establishments a fee for retrieving and returning shopping carts. The number of shopping carts abandoned on public or private property may continue to increase and, if it continues to address the problem, the City would continue paying contractors to retrieve and return the shopping carts without reimbursement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
To implement the bill, the City will continue to contract with an outside company to retrieve and return shopping carts.

Fiscal Implications:
If the bill is adopted, staff estimates a 75% decrease in abandoned shopping carts, resulting in less expenditure by the City to retrieve and return the shopping carts. The retail establishment is subject to a $150 fee for the return of any shopping carts that are retrieved by the City.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 23	FYE 24	FYE 25	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$<38,500>	$<38,500>	$<38,500>		R		
Operating	$	$	$				$
Total:	$	$	$				$

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

Expenditure Narrative:

Staff estimates that, once fully implemented, the proposed bill will reduce the number of abandoned shopping carts by up to 75%, reducing costs to the City by ~$38,500.

Revenue

Revenue Type	FYE 23	FYE 24	FYE 25	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$98,438	$168,750	$168,750	R	
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$98,438	$168,750	$168,750		

Revenue Narrative:

Staff estimates that the number of abandoned shopping carts will drop by 75% when the proposed ordinance becomes effective, three months from the date of adoption. If adopted, the ordinance is anticipated to go into effect in late November. The current number of abandoned shopping carts retrieved is estimated to be approximately 4500 per year. The expected decrease would result in 1,125 abandoned shopping carts per year. The fees associated with that number of retrieved carts would be $168,750.

Signature: 

Email: kmmihelcic@santafenm.gov

Signature: 

Email: jbguillen@ci.santa-fe.nm.us

17. PUBLIC COMMENT ON BILLS

b. CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth, Mayor Webber, and Cou Chavez)

An Ordinance Repealing Section 10-11 of SFCC 1987; Creating a New Section 10-11 to Establish an Ordinance Relating to Shopping Carts; Incentivizing Retail Establishments to Ensure Their Shopping Carts Remain on Their Property; Imposing a Fee for Shopping Cart Return; and Establishing an Effective Date. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6327; Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:

Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/2022

Name: Jason Espinoza
Comment - 07/27/2022 11:05 AM: (No Vote)
July 26, 2022

Santa Fe City Council
City of Santa Fe
200 Lincoln Avenue
PO Box 909
Santa Fe, NM 87504-0909

Submitted Via Public Comment Portal

Dear Santa Fe City Councilors:

On behalf of the New Mexico Retail Association, I am writing regarding the recently introduced bill establishing requirements and penalties for abandoned shopping carts.

For nearly 50 years, the New Mexico Retail Association (NMRA) has represented retailers of every size, ranging from large national chains to small family-owned retail stores. Retailers employ more people than any other industry in New Mexico and generate over $16 billion in total GDP impact each year. In fact, nearly 273,000 jobs — 24% of the jobs in New Mexico — are are supported by retailers.[1]

While NMRA recognizes the challenges presented by abandoned shopping carts, punishing retailers for their stolen property is a flawed approach. With each shopping cart costing as much as $300, retailers already have a strong incentive to minimize the theft of carts.

We would like to meet with the Council and staff to share efforts underway by our member companies to prevent theft and increase the retrieval of stolen carts.

As longtime members of the Santa Fe community, we look forward to working with the City Council to come up with a reasonable solution to this important issue.

Sincerely,

Jason Espinoza
President & CEO
New Mexico Retail Association
505-417-4001

[1] National Retail Federation: "The Economic Impact of the U.S. Retail Industry" located at nrf.com/retailsimpact

Name: Stefanie Beninato
Comment - 07/27/2022 11:27 AM: (No Vote)
Stop punishing entities who contribute to our town. How about holding the people who take the carts responsible? OH MY we cannot make homeless people responsible for their actions (BTW just saw another big plop of human feces outside Alpine on Cordova. Saw another outside REI not too long ago. Maybe if the person who plopped it down how to clean it up, it would happen less often. Even people who have mental health issues can learn some responsibility and personal hygiene.

Shopping Cart Ordinance

August 1, 2022

Shopping Cart Progression

- Increase in complaints related to abandoned shopping carts in Summer 2021
- Abandoned Shopping Carts - Top Constituent Issue
- Launched Pilot Project in Sept. 2021
- Over 3,000 collected
- Cost of pilot project retrieval and data nearly $50k
- Report App developed in ArcGIS to track location of carts retrieved, type of cart

Intent of the Ordinance

- Stores have flexibility to implement any type of preventative measure
- Label each store name on Cart
- ONLY charge for carts retrieved
- Goal is to have no shopping carts on our streets, sidewalks, arroyos
- Goal is to have no fee imposed
- The City is not in the business of shopping cart retrieval

By the Numbers

- Carts Collected by Month

Month	Number of Carts
Sept 2021	442
Oct 2021	279
Nov 2021	299
Dec 2021	308
Jan 2022	107
Feb 2022	399
March 2022	449
April 2022	321
May 2022	451
June 2022	58
	3113

Top 5 Stores

Walmart	909
Smith's	383
Lowe's Home Improvement	260
Target	238
Albertsons	231

Map showing abandoned Shopping Carts

Top 5		
★	Walmart	909
★	Smith's	383
★	Lowes	260
★	Target	238
★	Albertsons	231
Total		2021

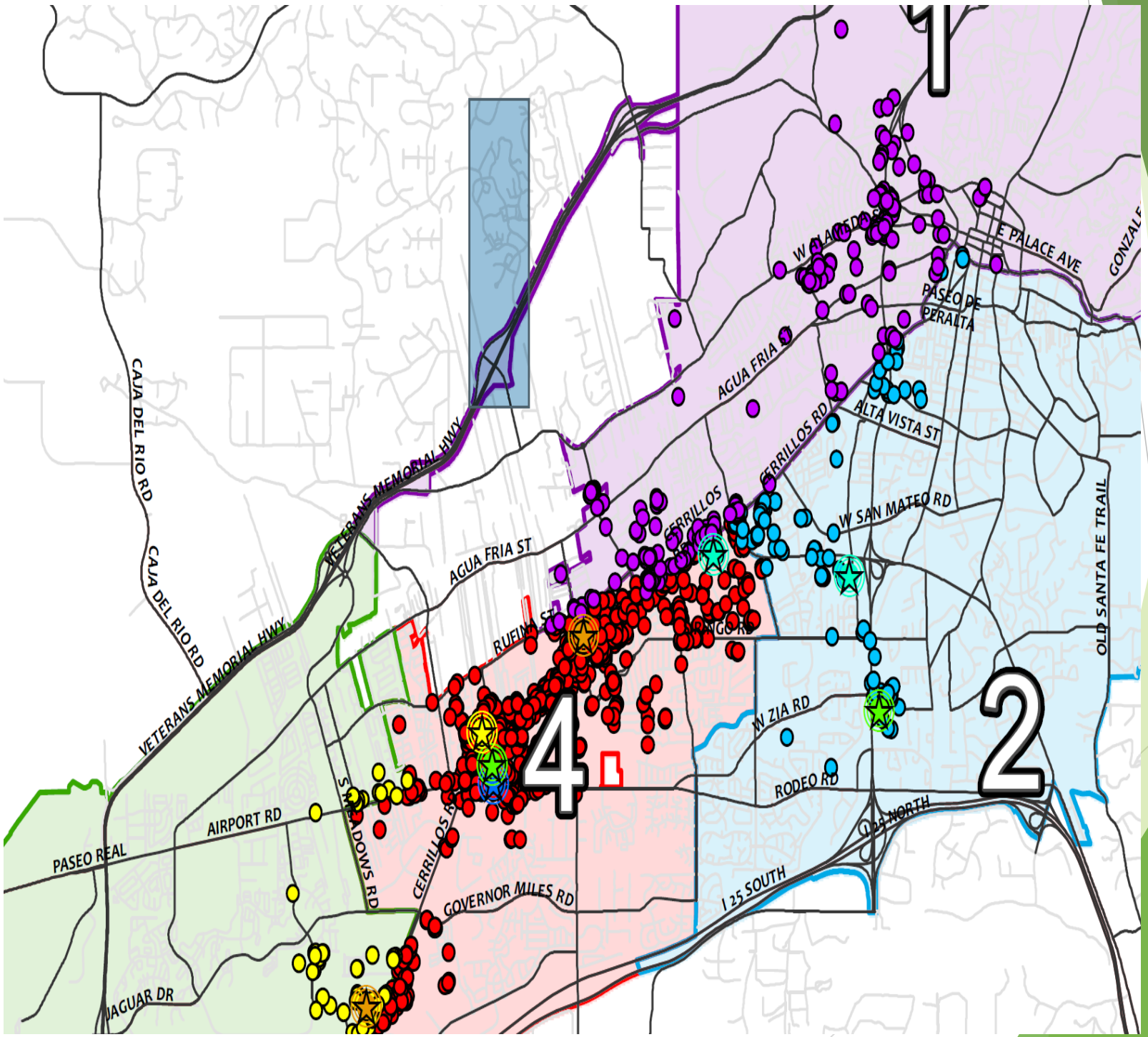
Legend

- survey_dist1
- survey_dist2
- survey_dist3
- survey_dist4
- District 1
- District 2
- District 3
- District 4

Row Labels	Sum of shopping carts
Ace Hardware	8
Albertsons	231
Bed_Bath_&_Beyond	10
Best Buy	1
Big_Lots	121
Black	1
Burlington	1
Cost Plus World Market	2
CVS	42
Dollar General	1
Dollar Tree	33
Food_King	14
Furr's	1
Goodwill	5
Harbor Freight	9
Hobby_Lobby	12
Home_Depot	151
Home_Goods	6
JCPenney	1
Jo-Ann Fabrics	6
Kohls	1
LA Mantanita Co-Op	5
Lowes	273
Market Street	52
Michael's	19
Natural_Grocer	26
Office_Depot	19
Office_Max	2
other	1
Party City	4
PetCo	33
Petsmart	53
Ross	1
Sam's_Club	25
Savers	41
Smith's	383
Sprouts	62
Target	238
TJ_Maxx	107
Total_Wine	83
Trader_Joe	33
Tuesday Morning	10
Unknown	3
Vitamin Cottage	1
Walgreens	43
Walmart	909
Whole Foods	24
World Market	4
Grand Total	3111

City of Santa Fe

Closer Look


1
2
4
CAJA DEL RIO RD
VETERANS MEMORIAL HWY
AGUA FRIA ST
W ALAMEDA ST
E PALACE AVE
PASEO DE PERALTA
CERRILLOS RD
ALTA VISTA ST
W SAN MATEO RD
OLD SANTA FE TRAIL
RUFINA ST
W ZIA RD
RODEO RD
I 25 NORTH
I 25 SOUTH
AIRPORT RD
PASEO REAL
SWEENY DOWS RD
GOVERNOR MILES RD
JAGUAR DR

City of Santa Fe New Mexico
Memorandum

Date: July 29, 2022

To: Quality of Life Committee
Finance Committee
Governing Body

Via: Kyra Ochoa (Aug 1, 2022 09:13 MDT)
Kyra Ochoa, Community Health and Safety Department Director

From: Gino Rinaldi, Division of Senior Services Director Gino Rinaldi (Aug 1, 2022 07:31 MDT)

ITEM AND ISSUE:
A RESOLUTION ADOPTING THE 2024-2028 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY SERVICES DEPARTMENT.

BACKGROUND AND SUMMARY:
The state-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long Term Services Department.

Attached is the 2024-2028 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is completely beholden to the rules and regulation of the State Department of Finance and Administration. It includes the top ten projects for DSS for 2024-2028. The Fiscal Impact Report, which is also attached, shows no direct impact on the City of Santa Fe operating budget.

ACTION REQUESTED:
Request for approval of a resolution to adopt the 2024-2028 Senior ICIP.

ATTACHMENTS:
Resolution, FIR, 2024-2028 Senior ICIP

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-____

INTRODUCED BY:

,Councilor Amanda Chavez

A RESOLUTION

ADOPTING THE 2024-2028 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT

WHEREAS, the City of Santa Fe, New Mexico, recognizes that the financing of public capital projects is important in New Mexico and nationally; and

WHEREAS, it is necessary to identify financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning helps communities define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

WHEREAS, the capital outlay projects listed in the attached capital improvements plan are intended to improve seniors' access to various services and programs that the Division of Senior

Services provides; and

WHEREAS, investing in capital outlay projects for seniors is essential to meet the current and future demands of the growing aging population in the City of Santa Fe; and

WHEREAS, the State of New Mexico, Department of Finance and Administration requires that the City adopt a separate capital improvements plan for Senior Services, in addition to a general ICIP plan, in order to be eligible for certain State and federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY OF SANTA FE, NEW MEXICO that

1. The City of Santa Fe hereby adopts the attached 2024-2028 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services; and
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Senior Services ICIP 2024-2028

Infrastructure Capital Improvement Plan F2024-2028

EXHIBIT A

Mary Ester Gonzales Senior Center (MEG)
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
31793	2024	001	MEG Senior Center Roof Replacement	Facilities - Senior Facilities	36,500	805,000	0	0	0	0	841,500	805,000	No
35925	2024	002	MEG Senior Center Electrical System Upgrade	Facilities - Senior Facilities	0	287,500	0	0	0	0	287,500	287,500	No
34814	2024	003	New Senior Center	Facilities - Senior Facilities	0	368,865	0	7,607,250	0	0	7,976,115	7,976,115	Yes
35931	2024	004	MEG Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	235,630	0	0	0	0	235,630	235,630	No
34247	2024	005	MEG Senior Center HVAC Replacement	Equipment - Senior Center Equipment	0	161,000	0	0	0	0	161,000	161,000	No
34248	2024	006	MEG Senior Center Carpet Flooring Replacement	Facilities - Senior Facilities	0	10,350,000	0	0	0	0	10,350,000	10,350,000	No
31794	2024	007	MEG Senior Center Landscaping	Facilities - Senior Facilities	0	57,500	0	0	0	0	57,500	57,500	No

Number of projects: 7

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	36,500	12,265,495	0	7,607,250	0	0	19,909,244	19,872,744

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 001 **Priority:** High **ID:**31793

Project Title: MEG Senior Center Roof Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 841,500 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: to plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe NM, in Santa Fe County

Scope of Work: During the 2016 Legislative session, the City of Santa Fe received funding in the amount of $36,500 which was fully executed on March 8, 2018. However, this funding would not be enough to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layers; 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and 5) ventilating roof and sealing all roof penetrations with NovaLink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.
Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	98,000	Yes	36,500	0	3/8/2018	Proj begins mid Nov.
ALTSD	805,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	903,000		36,500	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2024-2028

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	10,000	0	0	0	0	10,000
Construction	No	36,500	795,000	0	0	0	0	831,500
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		36,500	805,000	0	0	0	0	841,500
Amount Not Yet Funded		805,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Cost of repairing leaking, old roof over and over again is expensive.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD and DOH.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Healthier older adults cost less to Medicare and Medicaid programs.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All senior City residents numbering 21,041 based on 2015 US Census Bureau have the opportunity to benefit from various programs and services DSS provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 002 **Priority:** High **ID:**35925

Project Title: MEG Senior Center Electrical System Upgrade **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 287,500 **Proposed project start date:** 2023

Project Location: 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: to plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe in Santa Fe County

Scope of Work: Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	287,500	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	287,500		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	25,000
Construction	No	0	262,500	0	0	0	0	262,500
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	287,500	0	0	0	0	287,500
	Amount Not Yet Funded	287,500						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings Not applicable.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Every capital infrastructure project that Senior Services administers, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If the electrical system is not upgraded, the electrical snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 003 **Priority:** High **ID:**34814

Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 7,976,115 **Proposed project start date:** 2021

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: to plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe NM, in Santa Fe County

Scope of Work: 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design including architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	7,607,250	No	0	0		
ALTSD	368,865	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,976,115		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	10,000	0	0	0	0	10,000
Design (Engr./Arch.)	No	0	358,865	0	0	0	0	358,865
Construction	No	0	0	0	7,607,250	0	0	7,607,250
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	368,865	0	7,607,250	0	0	7,976,115
	Amount Not Yet Funded	7,976,115						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	368,865	Yes	Yes	No	No	No	6
2	7,607,250	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	7,976,115						

Has your local government/agency budgeted for operating expenses for the project when it is completed?				No		
If no, please explain why:	This is a proposed new facility.					
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project would potentially benefit 21,401 seniors residing in Santa Fe City based on 2015 US Census.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable local, state and federal laws and regulations.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 004 **Priority:** High **ID:**35931

Project Title: MEG Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 235,630 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: to plan, design, purchase and install meals equipment Mary Esther Gonzales Senior Center in city of Santa Fe in Santa Fe County

Scope of Work: Plan and design , purchase and install meals equipment to include a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and a salad bar that is ADA accessible.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	235,630	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	235,630		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	235,630	0	0	0	0	235,630
TOTALS		0	235,630	0	0	0	0	235,630
	Amount Not Yet Funded	235,630						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current steam table and salad bar are falling apart and costing too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of working age.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 005 **Priority:** High **ID:**34247

Project Title: MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 161,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: to purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe in Santa Fe county

Scope of Work: Purchase, replace, equip and install four (5) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	161,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	161,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	161,000	0	0	0	0	161,000
TOTALS		0	161,000	0	0	0	0	161,000
	Amount Not Yet Funded	161,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD as we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

or stop working.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 006 **Priority:** High **ID:**34248

Project Title: MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 10,350,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347

Legislative Language: To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	10,350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	10,350,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2024	2025	2026	2027	2028	Total Project Cost

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	10,350,000	0	0	0	0	10,350,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	10,350,000	0	0	0	0	10,350,000
	Amount Not Yet Funded	10,350,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Maintenance costs would be much less.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This project is completed as soon as the carpeting is replaced.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County of Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project could potentially benefit 21,401 senior citizens residing within the City of

Santa Fe ba

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	A 2013 study on fall injuries in adults associated with rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets.

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 007 **Priority:** High **ID:**31794

Project Title: MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 57,500 **Proposed project start date:** 2022

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	57,500	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	57,500		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2024	2025	2026	2027	2028	Total Project Cost
	N/A							

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	7,762.5	0	0	0	0	7,762.5
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	49,737.5	0	0	0	0	49,737.5
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	57,500	0	0	0	0	57,500
	Amount Not Yet Funded	57,500						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Parks and Recreation,

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan F2024-2028

Luisa Senior Center c/o Esther Reyes
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
38774	2024	001	Luisa Senior Center Meals Equipment	Equipmcnt - Senior Center Equipment	0	22,088.17	0	0	0	0	22,088.17	22,088.17	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	22,088.17	0	0	0	0	22,088.17	22,088.17

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 001 **Priority:** High **ID:**38774

Project Title: Luisa Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 22,088.17 **Proposed project start date:**

Project Location: 1500 Luisa Street Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: to plan, design, purchase, and install one gas convection oven for the Luisa Senior Center kitchen in City of Santa Fe NM, in Santa Fe County

Scope of Work: 1) Plan and design the location of convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	22,088.17	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	22,088.17		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	22,088.17	0	0	0	0	22,088.17
TOTALS		0	22,088.17	0	0	0	0	22,088.17
	Amount Not Yet Funded	22,088.17						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	308,046	3,808,046	3,808,046	3,808,046	3,808,046	15,540,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The item will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than other

age groups. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approximately 116 seniors who are unable to drive or travel outside of their homes are served at this meal site.

Pasatiempo Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
38771	2024	001	Pasatiempo Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	65,805.297	0	0	0	0	65,805.297	65,805.297	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	65,805.297	0	0	0	0	65,805.297	65,805.297

Infrastructure Capital Improvement Plan FY2024-2028

ICIP Capital Project Description

Year/Rank 2024 001 **Priority:** High **ID:**38771

Project Title: Pasatiempo Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 65,805.297 **Proposed project start date:** 2023

Project Location: 664 Alta Vista Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: to plan, design, purchase, and install one dishwasher and one convection oven (double decked with 2 quick disconnect with restraining devices) in City of Santa Fe NM, in Santa Fe County

Scope of Work: 1) Plan and design location of dishwasher and convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	65,805.297	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	65,805.297		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2024	2025	2026	2027	2028	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	65,805.297	0	0	0	0	65,805.297
TOTALS		0	65,805.297	0	0	0	0	65,805.297
	Amount Not Yet Funded	65,805.297						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

EXHIBIT B

Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current dishwasher and convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The items will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than any

other age group. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project climinate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approx. 76 seniors who are unable to drive or travel outside of their homes are served at this meal site.

FIR No. 10445

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Senior Services ICIP 2024-2028

Sponsor(s): Councilor Chavez

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid GC **Date:** 08/08/2022 **Phone:** 505-955-4744

Reviewed by City Attorney: [signature] **Date:** Aug 12, 2022

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (Aug 15, 2022 09:29 MDT) **Date:** 8/15/22

Summary:
The purpose of the resolution is to adopt the 2024-2028 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services.

Departments Affected:
Community Health and Safety Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Division of Senior Services would not be able to apply for State General Obligation Bond and Severance Tax Bond funds. In addition, the Division would not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Adopting this resolution allows the Division of Senior Services to apply for General Obligation Bond and Severance Tax Bond funds from the State.

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:

Revenue sources will be a combination of State and Federal funds. Our intent is to apply for the grants in order to fund the projects.

Signature: Anya Alarid (Aug 12, 2022 08:50 MDT)

Email: aalarid@santafenm.gov